

Contract



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CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 1st day of October, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the Department of Sports Parks, and Recreation (hereinafter referred to as "Government") and Polaris USVI, LLC (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for the **Repair and Renovation of Fort Frederik Beach Pavilion and Bath House, St. Croix, U.S. Virgin Islands** in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract), which duties and responsibilities are more particularly described in *Addendum I*, (Scope of Work), *Addendum II* (General Provisions and Warranties together with the additional General Provisions – Construction), *Addendum III* (Termination of Contracts), *Addendum IV* (Compensation), *Addendum V* (Provisions from 2 CFR 200 – Appendix II) and *Addendum VI* (HUD Rider) attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described more particularly in Addendum I (Scope of Work) incorporated herein by reference and made a part of this construction contract.

2. TERM

This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate within **Ninety (90)** calendar days from the issuance of the formal Notice to Proceed, or in accordance with an agreed upon extension pursuant to the General Provisions.

3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of **Two Hundred Thirty-Six Thousand, Seven**

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Hundred Seventy-Four Dollars and Thirty-Seven Cents (\$236,774.37) in accordance with the provisions set forth in Addendum IV (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

4. LIQUIDATED DAMAGES

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, **One Hundred Dollars and Zero Cents (\$100.00)** for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. RECORDS

The Contractor will present documented, precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to Contractors doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or at the Government's request, during the life of the contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

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9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

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15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms, hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either Party will have the right to terminate this contract with cause on ten (10) days written notice to the other party specifying the date of termination. The attached "Addendum III-Termination of Contracts for the Convenience of the Government" is hereby fully incorporated herein by reference and is made a part of this agreement.

18. PARTIAL TERMINATION

The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable by providing ten (10) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) days' notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

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- (a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.
- (b) Contractor further covenants that it is:
- (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive, or judicial branch of the Government or any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in its official capacity; and
 - (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract is upon the execution by the Commissioner of the Department of Property and Procurement.

22. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, VI 00802

Calvert White
Commissioner
Department of Sports, Park, and Recreation
8201 Sub Base, Suite 206
St. Thomas, VI 00802

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CONTRACTOR

Anthony Iwu
Director of Caribbean Operations
Polaris USVI, LLC
36 Castle Coakley
Christiansted, St. Croix, VI 00820

23. LICENSURE

The Contractor covenants that it has:

- a. obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. CONTRACTOR'S REPRESENTATIONS

The Contractor agrees 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, and that it has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal Notice to Proceed and complete the work within the number of days specified in the proposal or as extended in accordance with the General Provisions of the Contract.

The Work shall be done under the direct supervision of the Government, and in accordance with the laws of the Government and its Rules and Regulations thereunder issued and any and all applicable federal rules and regulations. The parties hereto agree that this contract shall, in all instances, be governed by the Laws of the Government of the Virgin Islands.

25. WARRANTY OF NON-SOLICITATION

The Contractor expressly warrants that it nor its officers, agents or employees has employed no person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it nor its officers, agents or employees has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that it nor its officers, agents or employees has not, in estimating the contract price demanded by it included any sum by reason of such brokerage, commission or percentage;

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and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

27. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

28. NOTICE OF FEDERAL FUNDING

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

29. DAVIS BACON ACT

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) and that the contractor and subcontractor agrees that all employees shall be paid the local prevailing wages as established by Virgin Islands statutes and laws.

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30. OTHER PROVISIONS

Addendum I (Scope of Work), Addendum II (General Provisions and Warranties), Addendum III (Termination of Contracts), Addendum IV (Compensation) and Addendum V (Provisions from 2 CFR 200 – Appendix II) and Addendum VI (HUD Rider) attached hereto are hereby incorporated by reference and made a part of this contract.

31. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than Three Hundred Thousand Dollars (\$300,000.00) for any one person per occurrence for death or personal injury and Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

32. PAYMENT AND PERFORMANCE BONDS

The Contractor shall comply with the following minimum bonding requirements:

- (a) A performance bond to secure Contractor's obligations and performance under the contract for 100% of the Contract price; and
- (b) A payment bond to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract for 100% of the Contract price.

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS





Date: 6/14/2021

Calvert White
Commissioner
Department of Sports, Park, and Recreation





Date: 9/4/2021

Anthony D. Thomas
Commissioner
Department of Property and Procurement



CONTRACTOR



Date: 5/25/2021

Anthony Iwu,
Dir. Of Caribbean Operations
Polaris USVI, LLC

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY
AT THE DEPARTMENT OF JUSTICE BY:

Date 9/2/2021


Assistant Attorney General

Purchase Order No. _____

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Addendum I



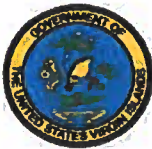
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Addendum I

Scope of Work

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SECTION 2 – SCHEDULE OF PRICES

GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF SPORTS, PARKS, AND RECREATION

FORT FREDERIK BEACH

Parcels 40GB & 40GC Estate La Grange, St Croix, U.S. Virgin Islands

	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL LABOR	TOTAL MATERIAL	TOTAL
	DIVISION 1 – GENERAL REQUIREMENTS						
1	GENERAL CONDITIONS (10% MAXIMUM OF BID)	LS	1	\$ 21,348.60	\$ 21,348.60	\$ -	\$ 21,348.60
2	MOBILIZATION (10% MAXIMUM OF BID)	LS	1	\$ 11,704.70	\$ 8,162.70	\$ 3,542.00	\$ 11,704.70
	DIVISION 2 – EXISTING CONDITIONS						
3	SILT FENCING	LF	177	\$ 10.73	\$ 1,803.20	\$ 96.01	\$ 1,899.21
4	SELECTIVE DEMOLITION – BUILDINGS	LS	1	\$ 16,357.60	\$ 14,425.60	\$ 1,932.00	\$ 16,357.60
	DIVISION 3 – CONCRETE						
5	CONCRETE FOOTINGS	CY	4	\$ 2,769.20	\$ 6,762.00	\$ 4,314.80	\$ 11,076.80
6	CONCRETE COLUMNS	CY	13	\$ 724.67	\$ 4,508.00	\$ 4,912.71	\$ 9,420.71
7	CONCRETE BEAMS	CY	13	\$ 1,510.92	\$ 6,118.00	\$ 13,523.96	\$ 19,641.96
8	CONCRETE / STUCCO PATCHING	LS	1	\$ 5,538.40	\$ 3,606.40	\$ 1,932.00	\$ 5,538.40
	DIVISION 6 – WOODS AND PLASTICS						
9	ROOF FRAMING	SF	1348.000	\$ 37.47	\$ 27,048.00	\$ 23,461.56	\$ 50,509.56
10	LATTICE FRAMING	SF	480	\$ 19.06	\$ 5,409.60	\$ 3,739.20	\$ 9,148.80

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DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL LABOR	TOTAL MATERIAL	TOTAL
DIVISION 7 - THERMAL AND MOISTURE PROTECTION						
METAL ROOFING, FLASHING, AND ICE & WATER SHIELD	SF	1,348	\$ 20.24	\$ 11,720.80	\$ 15,562.72	\$ 27,283.52
GUTTERS	LF	200	\$ 32.20	\$ 3,220.00	\$ 3,220.00	\$ 6,440.00
DOWNSPOUT	LF	48	\$ 32.20	\$ 927.36	\$ 618.24	\$ 1,545.60
DIVISION 8 - FINISHES						
PAINTING BATHHOUSE	LS	1	\$ 4,330.90	\$ 3,606.40	\$ 724.50	\$ 4,330.90
PAINTING UNDERSIDE OF PAVILION STRUCTURES	SF	1,600	\$ 4.83	\$ 6,440.00	\$ 1,288.00	\$ 7,728.00
PAINTING COLUMNS AND BEAMS	SF	1,033	\$ 4.55	\$ 3,326.26	\$ 1,373.89	\$ 4,700.15
REPLACEMENT TILE BENCH	LS	1	\$ 1,915.90	\$ 1,352.40	\$ 563.50	\$ 1,915.90
NEW BATHHOUSE CEILING	SF	496	\$ 15.45	\$ 5,589.92	\$ 2,073.28	\$ 7,663.20
DIVISION 23 - HVAC						
EXHAUST AND DUCTWORK	EACH	2	\$ 1,510.18	\$ 1,851.50	\$ 1,168.86	\$ 3,020.36

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SECTION 2 – SCHEDULE OF PRICES

GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF SPORTS, PARKS, AND RECREATION

FORT FREDERIK BEACH

Parcels 40GB & 40GC Estate La Grange, St Croix, U.S. Virgin Islands

	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL LABOR	TOTAL MATERIAL	TOTAL
	DIVISION 26 – ELECTRICAL						
20	SERVICE, WIRING AND PANELS	LS	1	\$ 1,288.00	\$ 1,288.00	\$ -	\$ 1,288.00
21	LIGHTING AND CONTROLS	LS	1	\$ 12,520.97	\$ 4,250.40	\$ 8,270.57	\$ 12,520.97
22	ELECTRICAL BOXES, OUTLETS, SWITCHES AND FACE PLATES	LS	1	\$ 1,691.43	\$ 1,191.40	\$ 500.03	\$ 1,691.43
	TOTAL						

TOTAL BID

\$ 143,956.54 \$ 92,817.83 \$ 236,774.37

Divisions, units, and quantities shown on this schedule are estimates only. Bidder is solely responsible for determining the required labor and materials to complete the work as described in the contract documents.

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Addendum II



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Addendum II

General Provisions and Warranties

Additional General Provisions – Construction

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GENERAL PROVISIONS

(CONSTRUCTION CONTRACT)

1. DEFINITIONS

(a) The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative.

2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be change order, make any change in the work in the general scope of the contract, including but not limited to changes:

(i) In the specifications (including drawings and designs):

(ii) In the method or manner of performance of the work;

(iii) In the Government-furnished facilities, equipment, materials, services, or site, or

(iv) directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include

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direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, That except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: And provided further, That in the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Government. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

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4. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing material from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Government.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work of such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work necessary, therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the government resulting from his refusal or failure to complete the work within the specified time.

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(b) If fixed and agreed liquidated damages are provided in the contract and if the Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract,) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of any delay and extent the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Clause 6 of these General Provisions.

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(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause provided for termination for convenience of the Government, be the same as if the notice for termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitable adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in Paragraph (d) (1) of this clause, the term 'Subcontractors or Suppliers' means Subcontractors or Suppliers at any tier.

6. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the Agency involved. The decision of the head of the agency or his duly authorized representative for the determination if such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limited judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided,

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however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be constructed as making final the decision of any administrative official, representative, or board on a question of law.

7. PAYMENTS TO CONTRACTOR

(a) The government will pay the contractor price as hereinafter provided.

(b) The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis of determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(c) In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work.

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However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

(d) All material and work covered by progress payments made shall thereupon become the sole property of the Government, by this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or a waiving the right of the Government to acquire the fulfillment of all the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due to the Contractor under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

8. ASSIGNMENT OF CLAIMS

(a) If this contract provides from payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency and may thereafter be further

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assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff.

9. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition, and the Contractor may, at his option, use any equipment, material, article, or process which, in the judgment of the Contracting Officer is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the material or articles which he contemplated incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at risk of subsequent rejection.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to

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remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

10. INSPECTION AND ACCEPTANCE

(a) Except as otherwise provided in this contract, inspection and test by the Government of material and workmanship required by this contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Government not to conform to the contract requirements, unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Government (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Clause 5 of these General Provisions.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by

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the Contracting Officer. All inspection and test by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the Government at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Government shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's rights under any warranty or guarantee.

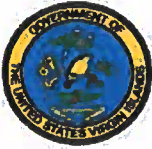
11. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him.

12. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal

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laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which therefore may have been accepted.

13. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Government. The Government assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Government are expressly stated in the contract.

14. OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

15. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of suppliers furnished or construction work performed hereunder.

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16. ADDITIONAL BOND SECURITY

If any surety upon a bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. OFFICIALS NOT TO BENEFIT

No member of the Legislature or members of Congress shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

19. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Legislature that a fair proportion of the purchases and contracts for suppliers and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

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(c) Contractor shall hire, in addition to any other employee he may retain, apprentices or trainees or both for the performance of the work hereunder, the total number of which shall be determined by the Director of the Division of Apprenticeship and Training upon the basis of one (1) Apprentice (or Trainee) for the first journeyman steadily employed, and one (1) additional Apprentice (or Trainee) for every two (2) additional Journeyman steadily employed.

(d) Within ten days of the execution of this Agreement the contractor shall submit to the Division of Apprenticeship & Training, and to the Contracting Officer (The Commissioner of the Department of Property and Procurement) a list of the occupations for which Journeymen will be required in the performance of this contract.

(e) Veterans of the U.S. Armed Forces shall be given priority with the respect to the hire of Apprentices and Trainees.

(f) Failure of Contractor to comply with the aforesaid provisions of this section shall be a material breach thereof.

20. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of C029SPRC21(PUSVIL) IFB024SPRC21(C).



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the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirements shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract.

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GENERAL PROVISIONS

Section 22. WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties set out elsewhere in this contract, the Contractor warrants that the work performed under this contract confirms to the contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of this subcontractors and suppliers at any tier. Such warranty shall continue for a period of one year from the date of final acceptance of the work, but with respect to any part of which the Government takes possession of prior to final acceptance, such warranty shall continue for a period of one year from the date the Government takes possession. Under this warranty, the Contractor shall remedy at his own expense any such failure to confirm or any such defect. In addition, the Contractor shall remedy at his own expense any damage to Government owned or controlled real or personal property, when that damage is the result of the Contractor's failure to confirm to contract requirement or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged repaired or replaced hereunder will run for one year from the date of such repair or replacement.

(b) The Government shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.

(c) Should the Contractor fail to remedy any failure, defect, or damage described in (a) above within a reasonable time after receipt of notice thereof the Government shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.

(d) In addition to the rights and remedies provided by this clause, all sub-contractor's, manufactures', and suppliers', warranties expressed or implied, respecting any work and materials shall at the direction of the Government, be enforced by the Contractor for the benefit of the Government. In such case if the Contractor's warranty under (a) above has expired, any suit directed by the Government to enforce a subcontractor, manufacture or supplier warranty shall be at the expense of the Government. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

(e) If directed by the Contracting Officer, the Contractor shall require any such warranties to be executed to the Government.

(f) Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage which results from any such defect in Government furnished material or design.

(g) The warranty specified herein shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistake, or fraud.

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Addendum

III



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Addendum III

Termination of Contracts

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TERMINATION OF CONTRACTS

CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.
 - (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any

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property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;

- (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

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- (e) In the event of the failure of the Contractor and the Commissioner of Property & Procurement to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Commissioner of Property & Procurement shall pay to the Contractor the amounts determined by him as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):
- (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
 - (ii) the total of —
 - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
 - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
 - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.

Addendum IV



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Addendum IV
Compensation



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Addendum IV
Compensation

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to make progress payments based on the Schedule of Values and invoices submitted by the Contractor Polaris USVI, LLC in accordance with Clause 7 (Payments to Contractor) of the General Provisions.

The parties agree that the sum to be paid under this contract is **Two Hundred Thirty-Six Thousand, Seven Hundred Seventy-Four Dollars and Thirty-Seven Cents (\$236,774.37)**. The parties further agree that payments will be made in accordance with services rendered.

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties, and the Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the contractor of its obligations. Contractor shall also submit Consent of Surety before final payment and, upon the Government's request, any other documentation the Government deems necessary.

Addendum

V



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Addendum V
Provisions from 2 CFR 200 – Appendix II



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ADDENDUM V

Provisions from 2 CFR 200 - Appendix II

1. EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor 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.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.



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(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Labor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for



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compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the Department of Planning and Natural Resources (DPNR) understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the DPNR and understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

4. SUSPENSION AND DEBARMENT

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

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pt. 3000, subpart C, in addition to remedies available to the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has 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 of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Government.

6. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Government, the Federal Emergency Management Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are

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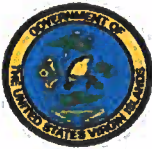
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directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the Federal Emergency Management Agency Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Anthony Iwu certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, Polaris USVI, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Anthony Iwu - Director Of Caribbean Operations
Name and Title of Contractor's Authorized Official

5/25/2021

Date

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Addendum VI



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Addendum VI

HUD General Provisions ("HUD RIDER")



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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

VIHFA 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.

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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. The Contractor/Subcontractor shall cooperate with all VIHFA 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

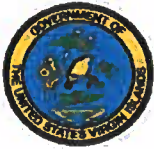
All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

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

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- 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.

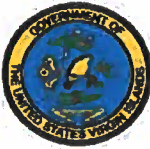
12. SECTION 504 OF THE REHABILITATION ACT OF 1973

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.

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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 VIHFA 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 VIHFA any additional information necessary for VIHFA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIHFA, 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,

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- (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 VIHFA 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 VIHFA.

18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIHFA 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

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

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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

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

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, VIHFA 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 VIHFA, become VIHFA's property and the

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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 VIHFA for damages sustained by VIHFA by virtue of any breach of the contract by the Contractor/Subcontractor, and the VIHFA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to the VIHFA from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE

The VIHFA may terminate this contract at any time by giving at least 30 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIHFA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

SECTION 503 OF THE REHABILITATION ACT OF 1973

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;

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- 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.

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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

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.

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- 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
- H. 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.
- I. 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

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.

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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

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,

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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

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.

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29. BONDING REQUIREMENTS

The Contractor/Subcontractor shall comply with VIHFA 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 his 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

- 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

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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).

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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.

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.

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

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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.



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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, Subrecipient 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.



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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

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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.

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(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. 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.

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.



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51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Funding Source

XX	Purchase Order
	Grant
	Federal Highway
XX	VIPFA (Office of Disaster Recovery)

Expires: 01/29/2022

Expires: _____

Expires: _____

Dated: August 5, 2021

PURCHASE ORDER

REQUISITION NUMBER: 15889

BILL TO: HOUSING PARKS AND REC STT
DEPT OF HOUSING PARKS & REC
PROPERTY & PROCUREMENT BLDG 1
82 01 SUB BASE 2ND FLR RM 206
ST. THOMAS, VI 00802-5805
774-0255

VENDOR REMIT**DELIVERY TERMS:**

DISCOUNT TERMS

Purchase Order Authorization

Department of Property & Procurement Purchasing or Contracting Officer

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
1000 King Street Suite No. 6
Christiansted, St. Croix VI 00820-4905
Phone (340)778-8135
Fax (340)773-0551



Virgin Islands Public Finance Authority
5033 Kongens Gade, Government Hill
St. Thomas, VI 00802
Phone (340)714-1635
Fax (340)714-1636

Memorandum

TO: Anthony D. Thomas
Commissioner, Department of Property & Procurement

FROM: Adrienne L. Williams-Octalien
Director/ Governor's Authorized Representative (GAR)

Daryl Griffith
Executive Director, Virgin Islands Housing Finance Authority

DATE: August 5, 2021

RE: Additional DSPR Projects Eligible Local Match Funding – CDBG-DR

C: Lisa M. Alejandro, Assistant Commissioner, Department of Property & Procurement
Calvert White, Commissioner, Department of Sports, Parks, and Recreation

The Memorandum is being provided to the Department of Property and Procurement relative to local match for the additional projects associated with the Department of Sports, Parks, and Recreation:

- Various Parks in the STX District
- Fort Frederik Beach
- Vincent F. Mason Coral Park and Pool
- Kirwan Terrace Ballpark
- Ezra Fredricks Ballpark
- Lionel "Smut" Richards Ballpark
- Joseph Aubain Ballpark

Enclosed please find the attached subrecipient agreement that serves as the umbrella agreement for match funding through the CDBG-DR program. CDBG-DR program has set aside \$417,750,000 in Tranche I & Tranche II to provide match for the FEMA public Assistance projects. As such, the referenced project is eligible for funding once the contract and the necessary documentation is provided to VIHFA.

Please ensure that all Evaluating Supervisors are made aware that all projects listed in this transmittal are eligible for local match funding. Should you have any questions or additional information needed, please contact me via email at awilliams@usvipfa.com or Daryl Griffith at dgriffith@vihfa.gov.

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

SUBRECIPIENT AGREEMENT No. SA-DR(VITEMA)-002-2020

(PROGRAM: MATCH Program Oversight)

BETWEEN

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

AND

**VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY
[Subrecipient]**

1. PARTIES AND PURPOSE

WHEREAS, this **SUBRECIPIENT AGREEMENT** ("Agreement") is entered into this _____ day of _____ 2020, 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 located at 3202 Demarara Plaza, Suite 200, St. Thomas, USVI 00802, and the **VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY** ("VITEMA" and/or Agency), an executive branch department in the Government of the Virgin Islands, located at 8221 Estate Nisky, St. Thomas, U.S. Virgin Islands 00803, 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 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"), detailing a range of Projects to address the Virgin Islands' 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; and pursuant to FR-6109-N-03 (September 4, 2019) and FR-6109-N-02 (August 30, 2019) the USVI received a third allocation of \$744,188,000, 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, VITEMA and the Federal Emergency Management Agency ("FEMA") executed an agreement on February 20, 2019 for the administration of the FEMA-funded federal cost share projects; and

WHEREAS, some of the FEMA-funded federal cost share projects will require the CDBG-DR funding to serve as the local match component; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions by which the VIHFA will provide the CDBG-DR Project funding for the Match Program under VITEMA's oversight, 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, administration of the Match Program as described in the approved Action Plan will be undertaken by VITEMA; and

WHEREAS, implementation of the Match Program Projects shall be undertaken in compliance with the Federal, and territorial laws and regulations as well as the requirements of both FEMA and 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 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, the VIHFA and VITEMA hereby agree on the following terms and conditions to govern the funding, administration, implementation and oversight of this Agreement, through which the Action Plan, and supplemental amendments, allocates CDBG-DR funds for the MATCH Program, under Tranche(s) I and II of the Action Plan.

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 Supplemental Appropriations for Disaster Relief Requirements Act of 2017, P.L. 115-56 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 VITEMA.

"Common Rule" means the uniform administrative requirements for Federal grants as prescribed by 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 VITEMA contracts with through a formal procurement process to perform specific functions. VITEMA 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 VITEMA 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.

"Subgrantee" means a governmental or other legal entity to which an award of CDBG-DR funds are allocated and is awarded as a match and such entity is accountable to the grantee for

the use of the funds provided. Subgrantee(s) can apply for Match funds through a CDBG-DR Match application.

"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: Match Applications providing a Description, Scope and Budget for the implementation of a Match project in response to Hurricane(s) Irma and Maria under the Community Development Block Grant Disaster Recovery Project. Procedures to be undertaken by VITEMA and/or Subgrantee(s) to secure preliminary match project approval, including determination of level of NEPA review and other federal cross cutting requirements, if required, for each project/program, and other requirements and conditions which must be provided to VIHFA to secure preliminary approval. A Match Application will be executed by the Subgrantee(s) for each Match project to be funded under this Subrecipient Agreement and all Match Applications will be subject to the terms and conditions of this Subrecipient Agreement executed by VITEMA and VIHFA, and upon execution the Match Application will be integrated into this Subrecipient Agreement.)

Appendix E: Payment Requirements and Draw Request. Form to be provided by the VIHFA.

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

Appendix G: Records Requirements and Records Retention Listing. Listing to be provided by the VIHFA.

Appendix H: Agreement between VITEMA and FEMA for the administration of the FEMA Public Assistance program. Agreement to be provided by VITEMA.

Appendix I: Notice of Approval will be issued by VIHFA to VITEMA and Subgrantee(s), subject to all terms and conditions of this Subrecipient Agreement. (To be attached upon issuance by VIHFA).

3. IMPLEMENTATION OF AGREEMENT AND ASSURANCES

- A. VITEMA and the Subgrantee(s) are 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 Match Application (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 VITEMA'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. VITEMA and the Subgrantee(s) shall be responsible for requiring its contractors/vendors' (and all subcontractor tiers) adherence 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, the Subgrantee(s) will execute the Match Application, 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, the Subgrantee(s) in conjunction with the Department of Property and Procurement (DPP) is responsible for determining the applicable laws and regulations and ensuring compliance therewith.**
- C. Notwithstanding the foregoing, VIHFA 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. VITEMA 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. VITEMA and the Subgrantee(s) 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.**
- E. All other applicable responsibilities and duties assigned to VITEMA, as outlined within the Agreement between both VITEMA and FEMA for the FEMA Public Assistance program, which agreement is attached hereto as Appendix H, and notably the MATCH program, shall also be incorporated herein and be made a part of this agreement.**

4. BUDGET

The Subgrantee(s) shall complete all activities in accordance with its budget. A separate Match Application (to be attached hereto as Appendix D) must be submitted by the Subgrantee(s) to the 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.

The Subgrantee(s) must request, in writing to the VIHFA for approval, a revision of the Budget within each match application or for a reallocation of a match cost allocation, and Activity Delivery categories outlined within the match application. However, in no case shall any such revisions or reallocations exceed the total allocation of CDBG-DR Funds allocated for match projects 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 Subgrantee(s) shall complete the required activities under the Projects, including 100% expenditure of allocated funds, within the timeframes outlined in Appendix D.

The Subgrantee(s) agrees to comply with the Projects' draw down request terms and agrees to use best efforts to comply with intermediate benchmarks as outlined in subsequent Match Applications. Grant Funds not anticipated to be expended by the outlined deadline, or as 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 and its Subgrantee(s) has projects funded through CDBG-DR funds as provided through this Agreement, including program income.

A. Termination/Suspension for Cause

The VIHFA may suspend or terminate this Agreement for cause by providing thirty (30) days advance written notice to VITEMA and/or its Subgrantee(s) specifying the date to suspend or terminate this Agreement in whole or in part if VITEMA and/or its Subgrantee(s) 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 VITEMA and/or its Subgrantee(s) 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 VITEMA of the alleged non-compliance and has given VITEMA and/or its Subgrantee(s) forty-five (45) days after the VITEMA's and/or its Subgrantee(s) receipt of such notice, to correct and/or cure, the alleged noncompliance. VITEMA and/or its Subgrantee(s) 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, VITEMA and/or its Subgrantee(s) 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 the VIHFA to fulfill the requirements of this Agreement. Failure of VITEMA and/or its Subgrantee(s) to approve and provide an approved budget to the VIHFA for fulfillment of this Agreement shall constitute reason for termination of the Agreement by either Party. VITEMA shall be paid, for all authorized services properly performed and approved prior to termination, including reimbursement to each Subgrantee for completion of VITEMA's and/or its Subgrantee(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 VITEMA's and/or its Subgrantee(s) obligations governing the use of CDBG-DR funds under applicable statutes, federal notices, and regulations or under this Agreement and shall not terminate any of VITEMA's and/or its Subgrantee(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, VITEMA and/or its Subgrantee(s) shall be entitled to payment on approved invoices submitted to the 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, VITEMA and/or its Subgrantee(s) 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

The VIHFA requires any subrecipient, as a condition for receiving cost reimbursement, to repay the 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.

VITEMA and/or its Subgrantee(s) agrees, as a condition of funding, to recapture 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. The VIHFA may review the adequacy of the financial management system of VITEMA and/or its Subgrantee(s) under this Agreement at any time subsequent to the signing of the Agreement. If VIHFA determines that VITEMA's and/or its Subgrantee(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 the VIHFA upon written notice to VITEMA and/or its Subgrantee(s), until such time as the system meets with the VIHFA's approval. VITEMA and/or its Subgrantee(s) will notify VIHFA as soon as practicable if VITEMA and/or its Subgrantee(s) cannot comply with the requirements established in this section of the Agreement.
- B. VITEMA's financial management system shall be consistent with the standards set forth in 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, and the requirements for Payment Request in Appendix E, and the requirements for Records and Records Retention in Appendix G.
- C. VITEMA and/or its Subgrantee(s) 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 VITEMA and/or its Subgrantees under this Agreement. VITEMA and/or its Subgrantees shall adequately safeguard all such funds and assure that they are used solely for authorized purposes. VITEMA's and/or its Subgrantees records shall distinguish Grant Funds used for its Activities from any other source of funds.
- 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 VITEMA and/or its Subgrantees.
- 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. VITEMA and/or its Subgrantees 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), and prorated to reflect the extent to which CDBG-DR funds received under this Agreement were used to acquire the equipment. Equipment not needed by VITEMA and/or its Subgrantees for activities under this Agreement shall be (a) transferred to the VIHFA for the CDBG-DR program or (b) retained by VITEMA and/or its Subgrantees 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. VITEMA and/or its Subgrantee(s) shall ensure all procurement transactions are conducted 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, VITEMA and/or its Subgrantee(s) is required to comply with all

applicable Territory laws, Title 31, Chapter 23, §231-251, of the Virgin Islands Code that applies to its procurement transactions.

- B. Upon request, VITEMA and/or its Subgrantee(s) 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 laws and regulations.
- C. Upon request, VITEMA and/or its Subgrantee(s) 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.

VITEMA and/or its Subgrantee(s) 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. VITEMA and/or its Subgrantees shall also ensure similar requirements is provided in its contracts utilizing CDBG-DR Funds, etc.

- E. Sole Source Procurement.

VITEMA and/or its Subgrantee(s) shall make all reasonable efforts to avoid sole source contracts. But, when no reasonable, feasible, or cost-effective alternative exists, the VITEMA and/or its Subgrantee(s) 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., 17010. 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.

VITEMA and/or its Subgrantee(s) 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

VITEMA and/or its Subgrantee(s) shall ensure projects' Contractor(s)/Subcontractor(s) 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(s)/Subcontractor(s) 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 the respective agency.

12. PROGRAM AND PERFORMANCE MONITORING

The VIHFA will monitor the performance of VITEMA and/or its Subgrantee(s) in accordance with the requirements and standards of this Agreement and the stated project goals and milestones. VITEMA and/or its Subgrantee(s) shall provide the VIHFA all necessary reporting information as required. If action to correct substandard performance is not taken within 60 days after being notified by VIHFA, the VIHFA may impose additional conditions on VITEMA and/or its Subgrantee(s) 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 projects 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 VITEMA and/or its Subgrantee(s) and the respective agency 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, VITEMA and/or its Subgrantee(s) and the respective agency shall ensure that the Contractor(s) shall forthwith make good such defect in a manner satisfactory to VITEMA and/or its Subgrantee(s) and the VIHFA. The Contractor(s)/Subcontractor(s) 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, the VIHFA reserves the right to withhold out of any payment due to the Contractor/Subcontractor, such amount as may be deemed ample to protect VITEMA and/or its Subgrantee(s) and the VIHFA against loss or to assure payment of claims arising there from, and, at their option, VITEMA and/or its Subgrantee(s) 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(s)/Subcontractor(s) shall be immediately notified in writing in the event that VITEMA and/or its Subgrantee(s) and the 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(s) gives satisfactory assurance to VITEMA and/or its Subgrantee(s) and the 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, VITEMA and/or its Subgrantee(s) shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to VIHFA. VITEMA and/or its Subgrantee(s) are departments of the Government of the Virgin Islands, therefore, the insurance requirements of this section may be satisfied using a self-insurance mechanism of the Government of the Virgin Islands subject to the approval of VIHFA.

16. LIQUIDATED DAMAGES

VITEMA and/or its Subgrantee(s) is expected to assess Liquidated Damages against the Contractor(s)/Subcontractor(s) for scope of work not completed under the terms set forth in any Contract, liquidated damages shall be assessed pursuant to the Government of the Virgin Islands' 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 Agreement shall be paid at rates not less than those prevailing on similar construction projects in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U. S. 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. 327-332). VITEMA and/or its Subgrantee(s) shall ensure that the Contractors and all its sub-contractors shall comply with regulations issued pursuant to the labor standards provisions.

For the duration of this Agreement and the Project funded hereunder, VITEMA and/or its Subgrantee(s) shall ensure its Contractor and Subcontractors submit copies of weekly payroll forms and cancelled checks to both VITEMA and/or its Subgrantee(s) and VIHFA, or a designated Labor Standards Coordinator.

18. OTHER FEDERAL REQUIREMENTS

VITEMA and/or its Subgrantee(s) 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 11 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. 3607), 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.A. § 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 to all contracts executed pursuant to this Agreement.
- G. VITEMA and/or its Subgrantee(s) hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, subpart F.

19. CONFLICT OF INTEREST

VITEMA's and/or its Subgrantee(s) designees, agents, members, officers, employees, consultants, and other public officials who exercise or who has exercised any functions or responsibilities with respect to any 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

VITEMA and/or its Subgrantee(s) 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. VITEMA and/or its Subgrantee(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of certain employees.

VITEMA and/or its Subgrantee(s) 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.

VITEMA and/or its Subgrantee(s) shall ensure that 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. VITEMA and/or its Subgrantee(s)'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

VITEMA and/or its Subgrantee(s) may enter into contracts with third parties for the performance of any part of VITEMA's and/or its Subgrantee(s)'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 VITEMA and/or its Subgrantee(s) to the VIHFA for any breach in the performance of VITEMA's and/or its Subgrantee(s)'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 VITEMA and/or its Subgrantee(s) or a third party prior to the date of this Agreement and not related to this Agreement shall be and remain the property of VITEMA and/or its Subgrantee(s) 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. COMPLIANCE

VITEMA and/or its Subgrantee(s) 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. VITEMA's and/or its Subgrantee(s) Section 3 Utilization Plan must be submitted to the VIHFA for review and filing upon fifteen (15) days of execution of this Subrecipient Agreement.

25. DRUG FREE WORKPLACE COMPLIANCE

VITEMA and/or its Subgrantee(s) 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. Further, VITEMA and/or its Subgrantee(s) 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 Part 21.

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 the Match Program receives funds from the CDBG-DR Program and whether, before, during or after Project initiation, funds from other sources are provided to VITEMA and/or its Subgrantee(s) or to a respective agency for all Activities of the Projects under this Agreement resulting in a potential duplication of benefits regarding the Project funds, VITEMA and/or its Subgrantee(s) agrees to notify VIHFA regarding such potential duplication. As provided in this Agreement in Paragraph 7 (Section 312 of the Stafford Act), VITEMA and/or

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

To the VITEMA:

Daryl DeFrance Jaschen
Director
8221 Estate Nisky
St. Thomas, VI 00803
E-mail: daryl.jaschen@vitema.vi.gov
Phone: 340-774-2244

With Copy To:

Anthony D. Thomas
Commissioner
Department of Property and Procurement
Building No. 1 Sub Base 3rd Floor,
St. Thomas 00802
E-mail: anthony.thomas@dpp.vi.gov
Phone: 340-774-0828
Facsimile: 340-777-9587

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 VITEMA's and/or its Subgrantee(s)'s performance shall first be resolved through amicable negotiations, if possible, between VITEMA's and/or its Subgrantee(s) Project Manager and VIHFA Project Manager indicated in Attachment D, or if necessary, shall be referred to VIHFA's Executive Director and VITEMA senior executive(s). 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.

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,

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 Match Project Application, such changes shall be incorporated by written amendment signed by both the VIHFA and VITEMA and/or its Subgrantee(s).

36. ENTIRE AGREEMENT

This Agreement and any amendments, exhibits, executed match applications for this Subrecipient Agreement, 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:

[Signature]
[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

BY: [Signature]
DATE: 9/23/2020
Anthony D. Thomas, Commissioner
Department of Property and Procurement

[Signature] 8/1/2020
[Signature]

BY: [Signature]
DATE: 10/26/2020
Daryl DeFrance Jaschen, Director
V. I. Territorial Emergency Management Agency

WITNESSES:

[Signature]
[Signature]

VIRGIN ISLANDS HOUSING FINANCE
AUTHORITY

BY: [Signature]
DATE: 9/3/2020
Daryl Griffith
Executive Director

APPROVED:

[Signature]
Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

Date: 10/14/2020

APPROVED AS TO LEGAL SUFFICIENCY
AT THE DEPARTMENT OF JUSTICE BY:

Date 10/1/2020

[Signature]

APPENDIX A

GENERAL CONTRACT CONDITIONS

In addition to applying to this Agreement, Agency 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, the Central Government 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 VITEMA and/or its Subgrantee(s) 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. VITEMA shall provide written notice to VIHFA of the anticipated completion date.

F. FINAL INSPECTION

The Scope of Work shall be considered complete upon acceptance by Agency after a final inspection conducted by VITEMA 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 specific coverage amounts for each project shall be in the identified in Appendix D: Match Application for each specific project and the Contractor upon request 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 the Agency, VITEMA shall take or cause to be taken such additional safety and health measures as the Agency, VITEMA 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. 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 "SAM.Gov" 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.

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/hudolips/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

VIHFA 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. The Contractor/Subcontractor shall cooperate with all VIHFA 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 three (3) 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 VIHFA 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 VIHFA any additional information necessary for VIHFA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable

conflict mitigation strategy employed by VIHFA, 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 VIHFA 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 VIHFA.

18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIHFA 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, VIHFA 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 VIHFA, become VIHFA'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 VIHFA for damages sustained by VIHFA by virtue of any breach of the contract by the Contractor/Subcontractor, and the VIHFA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to the VIHFA from the Subcontractor is determined.

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

The VIHFA may terminate this contract at any time by giving at least thirty (30) days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIHFA 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 \$100,000)

The Contractor/Subcontractor shall comply with VIHFA 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 his 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> 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.

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. Standards for procurement of supplies, equipment, construction, engineering, architectural, consulting, and other professional services are outlined in Title 31, Chapter 23, Sections 231-251 of the Virgin Islands Code and Title 31, Chapter 23, of the Virgin Islands Regulations.

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 Agency Project Manager for review. Each change order must have a cost analysis. Once the Agency 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 Agency Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order. All change orders shall be processed in accordance with the provisions of Title 31, Chapter 23, of the Virgin Islands Code and Title 31, Chapter 23 of the Virgin Islands Rules and Regulations.

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. 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.

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. 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 or the Virgin Islands Inspector General's Office at 340-774-3888 or access the hotline at <https://www.viig.org/contact/hotline>.

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 ODBG 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.

51. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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, VITEMA 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. VITEMA 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 and/or Subgrantee(s) shall not request matching 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 matching funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by [the participating jurisdiction, insular area or state recipient] of an approval of the request for release of funds and certification from the U.S. Department of Housing and Urban Development [or the Territory of the U.S. Virgin Islands] under 24 CFR Part 58. The provision of any funds to the project is conditioned on the [participating jurisdiction, insular area or state recipient'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 and/or Subgrantee(s) shall not receive any funding without the completion of the detailed Scope and Budget forms and providing all supporting documentation to the VIHFA. This includes all standalone CDBG-DR funded projects, as well as projects seeking non-Federal share match funding.
 - c. 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.
 - d. In the event that the VIHFA or HUD determines that any funds were expended by the Subrecipient and/or Subgrantee(s) for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, then VIHFA or HUD may, after giving the Subrecipient or VITEMA 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.
 - e. Submit an annual Audit Certification form to VIHFA. The form will be provided by VIHFA.
 - f. The Subrecipient and/or Subgrantee(s) must attend and participate in a mandatory HUD OIG training provided by HUD's Office of the Inspector General prior to the receipt and expenditure of funds.
- B. VITEMA shall meet the following required Special Conditions within ninety (90) days, unless otherwise stated herein, after the execution of the Subrecipient Agreement :**
- (1) The Subrecipient and/or Subgrantee(s) shall provide an updated organizational chart reflecting any vacant positions and the titles of those positions to the 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.
 - (2) Prior to any funding disbursement/reimbursement of funds, the Subrecipient and/or Subgrantee(s) shall provide a letter to the VIHFA explaining any plans to augment existing staff to assist in the administration of CDBG-DR grants.

- (3) Provide a final Fraud, Waste and Abuse Policy and Procedure prior to any funding reimbursement being paid to the Subrecipient.**
- (4) Provide a 2018 and 2019 Internal and Single (A133) Audit or a schedule when the audits will be completed. Provide an explanation for any given year audits were not required due to the threshold.**
- (5) Submit Corrective Actions in response to past OIG audit findings or an explanation of why corrective actions were not prepared.**

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APPENDIX D: MATCH APPLICATION

The Match Application will be executed by the Parties for each project to be funded by this Subrecipient Agreement and all Match Applications will be subject to the terms and conditions of the Subrecipient Agreement. (To be provided executed by VITEMA and VIHFA, and upon execution will be integrated into this Agreement.)

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Virgin Islands Housing Finance Authority Community Development Block Grant – Disaster Recovery (CDBG-DR) Program



CDBG-DR Local Match for Federal Disaster Application Form

Agency Name: _____

PW Number: _____

Obligated Date: _____

**Community Development Block Grant – Disaster Recovery Office
3438 Kronprindsens Gade
GERS Complex, 1st Floor
St. Thomas, VI 00802
Phone (340) 777-4432**

**100 Lagoon Complex, Suite 4
Frederiksted, VI 00840
Phone (340) 772-4432**

**Version 1.1
September 4, 2020**

GENERAL DESCRIPTION FORM INSTRUCTIONS

Mark the appropriate box at the top of the form to indicate whether this is the original application or an amended application. An amended application must be submitted each time there is a change to the project. Please enter the amendment number that corresponds to each change. (ex: *First change to the original application would be Amended Application #1*)

1. In the Applicant Name box indicate the entity's name (ex: *Virgin Islands Housing Finance Authority*), the person in the applicant's office to be contacted regarding this application, address, phone numbers of the entity requesting funds and contact person, and e-mail address of contact person.
2. In the Project Name box indicate the name of the project (ex: *Building of Low/Mod Rental Units*).
3. In the Architectural/Engineering Firm box indicate the name, address, phone number and e-mail address of the architectural/engineering firm for this project if one was hired by the applicant.
4. In the Environmental Firm box indicate the name, address, phone number and e-mail address of the environmental firm for this project if one was hired by the applicant.
5. **Obligated Projects Only.** Enter information for the FEMA obligated project which is under administration by the Virgin Islands Territorial Emergency Management Agency (VITEMA). Unobligated projects will not be considered. Submit one project per application. Please submit one project per application.
6. **Project Description.** Provide a concise description of the project for which you are requesting funds. The description should tell the entire story of the proposed project that will enable VIHFA to make a sound decision on the eligibility of the project. Please respond to as many questions as possible that pertain to the proposed project in this section. If the question does not apply to the project, please enter "N/A".
 - a. **Eligibility.** Please note that HUD funded projects must have a Tie to the Disaster, be an Eligible Activity and meet a National Objective (see below).
 - b. **Eligible Activities.** Select the appropriate eligible activity that your proposed project will fall under. Most CDBG-DR appropriations require funds to be used for necessary expenses for activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas. The activity must be CDBG eligible or allowed via a waiver, address a disaster-related impact in a Presidentially declared county, and meet a national objective. Disaster related activities are those that demonstrate (1) a logical connection to the disaster, and (2) how the activity will contribute to long-term recovery. *Note: Grantees must determine what documentation is sufficient and reasonable to show how activities respond to a disaster-related impact.*
 - c. In the National Objective box indicate which national objective will be addressed by the project.
 - d. **Environmental Requirements.** Please note that HUD funded project must ALL go through an environmental review, however, according to 40320 Federal Register Vol. 83, No. 157 dated Tuesday, August 14, 2018 titled *Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees: Adoption of another agency's environmental is allowed without review or public comment performed by a Federal agency, and such adoption shall satisfy the responsibilities of the recipient with respect to such environmental review, approval, or permit that is required by the HGD Act.*
8. **CDBG-DR and Federal Cross Cutting Requirements** – Applicants are advised that all projects that are CDBG-DR funded are subject to Federal cross cutting requirements. Federal cross cutting requirements are provided in **Appendix X** and each page must be initialed to acknowledge receipt. VIHFA staff will provide technical assistance as requested.

Note: The applicant's Organizational Head must sign and date the completed application and the project budget to signify approval. Type the Organizational Head's name and title in the appropriate boxes. A signature signifies the approval by the Organizational Head.

General Description Form

Place a check mark in the appropriate box: ☐ Original Application

☐ Amended Application # _____

1. Applicant Name, Contact Person's/Project Manager's Name, Address, Phone Number, and E-mail Address:								
2. Project Name:								
3. Name, Address, Phone Number and Email Address of Architectural/Engineering Firm: (if applicable)					4. Name, Address, Phone Number and Email Address of Environmental Firm: (if applicable)			
					Date of EIR: (if completed)			
5. FOR OBLIGATED PROJECTS ONLY: Please provide the current information below for the project that you are requesting the 10% Local Share.								
PW#	FEMA Category	Large (L) or Small (S)	100% Project Cost (\$)	90% Federal Share (\$)	10% Local Share (\$)	FEMA Payments to Date (\$)	# of Completed Requests	Current Status
*Current status includes: Completed (the PW is complete, but FEMA payments are pending); FEMA Close-Out (FEMA has fully paid its 90% share and project is complete); Pending (PW is not complete; if so, please include the % completion to date); or state another status not listed above.								
Date of Completion:						For pending projects, please indicate the estimated date of completion:		
6. Project Description (Answer the questions below)								
a. Based on the Damage Description and Dimensions (DDD) and Scope of Work (SOW) in the Project Worksheet, describe the proposed project to be funded with CDBG-DR funds. This section should include the project timeline. Note: This information should not deviate from the FEMA Scope of Work.								
b. Describe the physical boundaries of the target area(s) in relation to the beneficiaries of the project. Please include coordinates and census tract information.								

Organizational Head Initials _____

VIHFA Initials _____

7. **Eligibility:** HUD allows Sub-recipients to use CDBG-DR fund to address the Local Cost Share but requires that the project must have a **TIE TO THE DISASTER** and meet at least one additional HUD ELIGIBLE ACTIVITY and NATIONAL OBJECTIVE.

a. **Tie to the Disaster:** Please provide a brief description of the Project's Tie to the Disaster.

b. Eligible Activities.

In order to be eligible for funding, a proposal must include one or more of the activities described in Title 24-Section 570.200 to 570.206 of the Code of Federal Regulations. Select from the listing below the activity this proposed project entails.

- | | |
|--|--|
| <input type="checkbox"/> Acquisition of real property 201(a) | <input type="checkbox"/> Special Economic Development Activities 201(o); 203 |
| <input type="checkbox"/> Disposition 201(b) | <input type="checkbox"/> Microenterprise Assistance 201(o) |
| <input type="checkbox"/> Public Facilities and Improvements 201(c) | <input type="checkbox"/> Miscellaneous Other Activities 201(g), (h), (k), (p), (q) |
| <input type="checkbox"/> Clearance and remediations 201(d) | <input type="checkbox"/> Rehabilitation and Preservation 202(a), (b), (c), (d), (e), (f) |
| <input type="checkbox"/> Public Services 201(e) | <input type="checkbox"/> Planning Activities 205(a) |
| <input type="checkbox"/> Interim Assistance 201(f) | <input type="checkbox"/> General management, oversight and coordination 206(a) |
| <input type="checkbox"/> Relocation 201(i) | <input type="checkbox"/> Public Information 206(b) |
| <input type="checkbox"/> Loss of Rental Income 201(j) | <input type="checkbox"/> Fair Housing Activities 206(c) |
| <input type="checkbox"/> Privately-Owned Utilities 201(j) | <input type="checkbox"/> Indirect Costs 206(e) |
| <input type="checkbox"/> Construction of Housing 201(m) | <input type="checkbox"/> Submission of applications for federal programs 206(f) |
| <input type="checkbox"/> Homeownership Assistance 201(n) | <input type="checkbox"/> Administrative expenses to facilitate housing 206(g) |
| | <input type="checkbox"/> Section 17 of the U.S. Housing Act of 1937 206(h) |

c. National Objectives to be addressed (check one).

In order to be eligible for CDBG-DR funding, a project must meet at least one of the national objectives outlined in Title 24, Section 570.208 of the Code of Federal Regulations. Select from below the national objective(s) to be met by this project.

- ☐ **Activities Benefiting Low/Moderate Income Persons.**
- ☐ **Area benefits** to all residents of low to moderate income in a particular area. (Note: This selection is applicable only if the project will be located in a neighborhood or census tract where more than 51% of the persons or households qualify as low to moderate income. Please refer to the census maps attached at the end of the application)
 - ☐ **Limited Clientele.** Limited to a specific group of persons and at least 51% of them qualify as low to moderate income.
 - ☐ **Housing activities.** An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households.

☐ **Job creation or retention activities.** An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full-time equivalent basis, involve the employment of low- and moderate-income persons.

☐ **Prevention/Elimination of Slums or Blight** including historic restoration to remove conditions that threaten health and safety. *Please note that the designation of areas of "slum and blight" must have been established by local law.*

☐ **Urgent Need.** Activity designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the subrecipient is unable to finance the activity on its own, and that other sources of funding are not available.

☐ **None (Planning, Capacity Building, Administrative)**

d. Environmental Requirements. In accordance with the Appropriations Act, grant recipients of Federal funds that use such funds to supplement Federal assistance provided under section 408(e)(4) as well as sections 402, 403, 404, 406, 407 or 502 of the Stafford Act may adopt, without review or public comment, any environmental review, approval, or PROD with NOTICES1 permit performed by a Federal agency, and such adoption shall satisfy the responsibilities of the recipient with respect to such environmental review, approval, or permit that is required by the HCD Act. The grant recipient must notify HUD in writing of its decision to adopt another agency's environmental review. The grant recipient must retain a copy of the review in the grantee's environmental records."

Was a FEMA environmental completed?

☐ Yes ☐ No If yes, please attach a copy.

8. CDBG-DR and Federal Cross-Cutting Requirements

While an applicant may be subject to all compliance areas, the compliance areas that present the challenges to program recipients in the past and require additional attention to detail include the Federal cross-cutting requirements. For a comprehensive understanding of the CDBG-DR and federal cross-cutting requirements, please refer to Appendix X. VIHFA will provide technical assistance upon request. Failure to comply fully with the CDBG-DR and federal cross-cutting requirements may result in the project being ineligible and/or a recapture of funds.

In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/documents/4010.PDF>

9. Integrated Document

This Application, along with Subrecipient Agreement No. _____, and any attachments, constitutes the entire agreement between _____ (Agency), VIHFA and VITEMA (parties) and the parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

CDBG-DR LOCAL COST SHARE MATCH BUDGET

Indicate the total dollar amount of Project Funds expected from each funding source. Round all amounts to the nearest dollar. The TOTAL Funds should equal the total cost and cannot exceed the total FEMA approved project cost. **Directions. General Information.** **FEDERAL AWARD DESCRIPTION:** Enter a brief description of the project. **TOTAL PROJECT COST:** Enter the total cost of the project; **FEDERAL SHARE:** Enter the amount of Federal contribution; **LOCAL COST SHARE:** Enter the required local share. **Budget.** **SUBAWARD:** List the items to be paid; **TOTAL PROJECT COST:** Enter the cost per item; **FEDERAL SHARE:** Enter the Federal share; **LOCAL COST SHARE:** Enter the Local Cost Share; **SOURCES:** Enter the source of the funds.

GENERAL INFORMATION

PWH:		Sub-Recipient:		Project Name:	
Federal Award Description					
Total Project Cost (100%)	\$	Date Obligated:		Category:	
Federal Share (90%)	\$				
Local Cost Share (10%)	\$				
Sources of Local Cost Share	Source 1	Source 2	Source 3	Source 4	
	CDBG-DR				

BUDGET

[illegible]

AUTHORIZATION

In the event that the VIHFA or HUD determines that any funds were expended by the Applicant for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, then VIHFA or HUD may order repayment of the same. The Applicant shall remit the disallowed amount to VIHFA within thirty (30) days of written notice of the disallowance.

I certify that all information provided as part of this application is true and correct to the best of my knowledge. I agree to substantially abide by the above budget in the utilization of funds. I certify under penalty of perjury that: (1) the information provided in this Community Development Block Grant Disaster Recovery Project application is true and correct as of this date and that any intentional or negligent misrepresentation may result in civil liability, including monetary damages, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; and (2) the property will not be used for any illegal or prohibited purpose or use.

Organizational Head:

Print Name and Official Title	Signature	Date
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Reviewed and Verified by VIHFA Organizational Head:

Print Name and Official Title	Signature	Date
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VIHFA CDBG-DR Use Only

Reviewed by CDBG-DR Program Head:

Print Name and Official Title	Signature	Date
-------------------------------	-----------	------

Reviewed by CDBG-DR Senior Manager:

Print Name and Official Title	Signature	Date
-------------------------------	-----------	------

Reviewed by Environmental:

Print Name and Official Title	Signature	Date
-------------------------------	-----------	------

Reviewed by CDBG-DR Finance Director:

Print Name and Official Title	Signature	Date
-------------------------------	-----------	------

Approved / Rejected by CDBG-DR Director:

Print Name and Official Title	Signature	Date
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Approved / Rejected by VIHFA Executive Director:

Print Name and Official Title	Signature	Date
-------------------------------	-----------	------

OTHER FUNDS SUPPLEMENTAL DOCUMENTATION

Some projects may cost more than is available under the approved VIHFA action plan programs. The applicant may propose to use other funds in conjunction with the CDBG-DR funds. These other funds must be identified and must be available and ready to spend. If these funds involve loans or grants from other local, federal, or private sources, the monies must have already been awarded. To substantiate the immediate availability of the other funds, one of the following items of supporting documentation will be required:

1. A letter and adopted resolution from the local governing body stating the specific source, amount, and location of local cash;
2. A line of credit letter from a financial institution such as a bank stating the amount available as a loan;
3. Specific evidence of funds to be received from a tax or bond election that has already passed; or
4. A letter from another funding agency stating that the funds have been awarded and are currently available for expenditure.

Note: *Attach the supporting documentation to this application.*

ACTIVITY BENEFICIARY FORM INSTRUCTIONS

Objective: The Activity Beneficiary Form reports information for actual beneficiaries of intended CDBG-DR activities.

1. Mark the appropriate checkbox that applies (Grantee or Subrecipient) and enter the name of the Grantee or Subrecipient.
2. Enter the Subrecipient/Project ID assigned by VIHFA CDBG-DR.
3. Enter Activity Name assigned by VIHFA CDBG-DR.

Part I - BENEFICIARY INCOME INFORMATION

- A. Based upon the location of the project, enter the number and percentage of individuals benefiting by income level.
- B. Enter the data source(s) (e.g. HUD American Community Survey, household survey) and any additional information describing how the beneficiaries were determined.

Part II - AREA INFORMATION *(if the activity is a direct benefit activity, leave this Part II area blank)*

- A. Enter whether the project is target area or communitywide and the census block groups of the project area. Please list each census tract(s) and/or block group(s) that define the area; separating each census tract with a ",". Please continue on another page, if necessary. This information should be determined using the 2010 Census data attached at the end of this document.
- B. Enter the exact location of the geographical center of the project by identifying the latitude and longitude numbers. This information may have been initially reported on the supplemental information page in the approved project application.

Part III - DIRECT BENEFIT DEMOGRAPHIC INFORMATION *(if the activity is an area wide benefit, leave this Part III area blank)*

- A. Enter the total individuals who will benefit by racial and ethnicity and by income level. This total for LMI is any person 80% or below the area median income and Non-LMI are 81% or higher of the area median income. The LMI and Non-LMI total should equal the population total in Part I-A.

Race and ethnicity are independent of each other and should be counted separately. For instance, if the activity served 20 White persons, 15 of which are not of Hispanic/Latino ethnicity and 5 of which are of Hispanic/Latino ethnicity, the information to be added into row "A. Race and Ethnicity, 1. White" should be 20 for Total and 5 for Hispanic/Latino.

- B. Enter female headed households for those LMI (80% or below area median income) and those non-LMI (above 80% area median income).

Project Maps

A map (or maps) that delineate the following items for each target area must be included in the application package:

1. Existing Conditions Map: Provide a detailed map of the existing improvements. The map should delineate such items as the location of project and/or size of waterlines, elevated water tanks, sewer lines, manholes, location of treatment plants, etc.
2. Proposed Improvements Map: Provide a detailed map showing the location of project, sizes, etc. of the proposed improvements.
3. Census tracts and/or block groups (by number) and/or logical record numbers.

4. Location of concentrations of low- and moderate-income persons, showing number and percent by census tracts and/or block groups and/or logical record number.
5. Boundaries of areas in which the activities will be concentrated; and
6. The specific location of each activity.

Note: *The Existing Conditions map and the Proposed Improvements map may be combined into one map if all the information shown can be depicted in such a way as to easily determine the difference between the existing and proposed.*

SAMPLE

**VIHFA COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
ACTIVITY BENEFICIARY FORM**

1. Grantee <input type="checkbox"/> Subrecipient <input type="checkbox"/>	2. Subrecipient/Project ID
---	-----------------------------------

3. Activity Name:

PART I - BENEFICIARY INCOME INFORMATION

A. Income Level	Total	Percentage
1. Total Number Persons Less than or equal to 50% Area Median Income.		
2. Total Number of Persons Over 50% not greater than 80% Area Median Income.		
3. Total Number of Persons Over 80% Area Median Income.		
Total Population		

A. Source(s) for Determining Beneficiary Data:

PART II - AREA INFORMATION *(Skip Part II if this is a direct benefit project)*

A. Indicate whether the completed project was target area(s) specific or community-wide

☐ **Target Area(s)** ☐ **Community-Wide**

List Census Tract(s) and/or Block Group(s):

B. Provide Latitude/Longitude for the project location at or near geographical center:

Latitude: _____ **Longitude:** _____

PART III - DIRECT BENEFIT DEMOGRAPHIC INFORMATION *(Skip Part III if this is an area wide benefit project)*

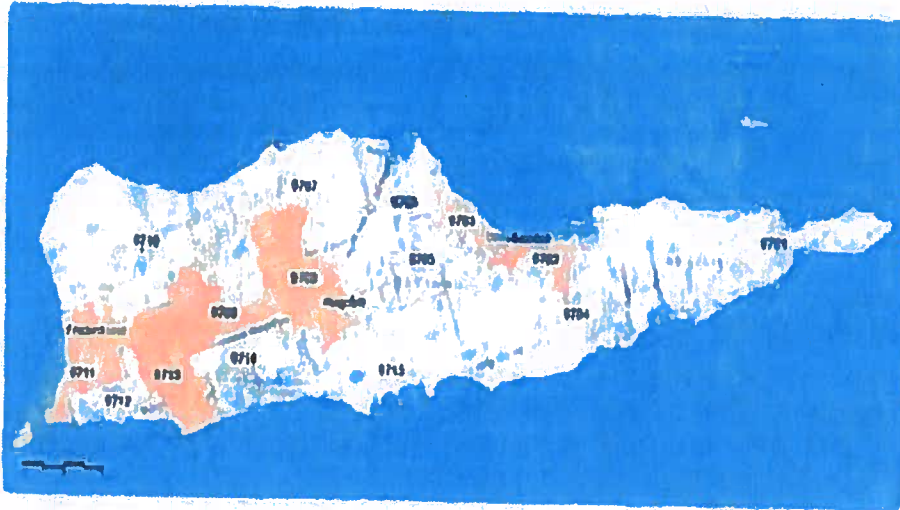
A. Race and Ethnicity	Total		Hispanic/Latino	
	LMI	Non-LMI	LMI	Non-LMI
1. White				
2. Black/African American				
3. Asian				
4. American Indian/Alaskan Native				
5. Native Hawaiian/Other Pacific Islander				
6. American Indian/Alaskan Native and White				
7. Asian and White				
8. Black/African American and White				
9. American Indian/Alaskan Native and Black/African American				
10. Other multi-racial				
11. Unknown				
Total Persons				

B. Head of Household	LMI	Non-LMI
1. Female-Headed Households		

Organizational Head Initials _____

VIHFA Initials _____

**Low- and Moderate-Income Census Tract Map
St. Croix**



Legend

Census Tracts > \$15,000

Source: HUD User Data 2019 (based on 2010 Census), U.S. Census Bureau 2018

Projection: Global Coordinate System North American Datum of 1983

ST. CROIX	
Census Tract	PCT
9701	29.14%
9702	58.67%
9703	57.52%
9704	31.66%
9705	37.04%
9706	30.96%
9707	42.44%
9708	58.67%
9709	68.82%
9710	41.56%
9711	56.14%
9712	44.44%
9713	50.14%
9714	47.67%
9715	39.74%

**Low- and Moderate-Income Census Tract Map
St. Thomas and St. John**



Legend

Census Tracts >51% LMI

Source: HUD User Data 2019 (based on 2010 Census), U.S. Census Bureau 2018
Projection: Global Coordinate System North American Datum of 1983

ST. THOMAS	
Census Tract	PCT
9601	59.44%
9602	58.91%
9603	56.22%
9604	42.30%
9605	38.00%
9606	61.38%
9607	55.12%
9608	59.82%
9609	57.65%
9610	70.33%
9611	72.26%
9612	73.71%

ST. JOHN	
Census Tract	PCT
9501	54.18%
9502	55.15%

APPENDIX E: PAYMENT REQUIREMENT AND DRAW REQUEST

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)

- 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:
First 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:
First 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: MM/DD/YYYY

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:
MM/DD/YYYY)

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 letter.)

- 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. _____ Match Application 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 Sam.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**

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VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
 3202 Demare 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.	
Grant Number	Tranche 1: 8-17-DM-78-0001 Tranche 2:
Contract Number	Subrecipient agreement number or project agreement number.
Award Period	Term of the subrecipient agreement or project agreement.
•	Date the request is made.
Request Number	Request for payment number.
Step 3: Enter Budget Summary in Section 3.	
Approved CDBG-DR Budget	Enter total approved project budget.
Total Program Income Received	Enter total program income that has been generated. All program income generated must be reported to back to CDBG-DR office.
Total Funds Available	Add "Approved CDBG-DR Budget" and "Program Income Received". This field should automatically calculate.
Total Funds Disbursed to Date	Enter total funds requested for payment and received for payment to date. This includes any program income that was generated and used.
Remaining Award Amount	Subtract "Total Funds Available" from "Total Funds Disbursed To Date". This field should automatically calculate.
Step 4: Select the Program for which the activity falls under:	
Housing	Homeowner Rehabilitation & Reconstruction Program New Construction for Homeownership Opportunity & First Time Homeownership Rental Rehabilitation & Reconstruction Public & Affordable Housing Development Supportive Housing
Infrastructure	Local Match for Federal Disaster Recovery Infrastructure Repair & Resilience Electrical Power Systems Enhancement & Improvement Ports & Airports Enhancement
Economic Revitalization	Tourism Industry Support Program Workforce Development Program Neighborhood Revitalization Small Business and Technical Support
Planning	Planning
Administration	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".	
Description	Enter the budgeted line item for which you are requesting a draw from.
Budgeted Amount	Enter the budgeted amount for the budgeted line item.
Previously Requested	Enter the total amount of funds that have been requested and received prior to current request.
Current Request	Enter the amount that you are currently requesting for payment for each budget line item.
Requested To Date	Enter total amount requested to date. Add "Previously Requested" and "Current Request". This field should automatically calculate.
Remaining Balance	Formula "Budgeted Amount" minus "Requested To Date". This field should automatically calculate.
Step 6: Enter a brief description of expenditures or services being requested for payment or any other pertinent information with regards to	
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.	

3202 Demare 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

FORM: CDBGDR-PR-5-21-19

SECTION 1: SUBRECIPIENT INFORMATION	
Subrecipient:	
Contact Person:	
Address:	
Telephone:	Fax:
Email:	
DUNS #:	

SECTION 3: BUDGET SUMMARY	
Approved CDBG-DR Budget	
Total Program Income Received	\$ -
Total Funds Available	\$ -
Total Funds Disbursed To Date	\$ -
Remaining Award Amount	\$ -

SECTION 2: GRANT AWARD INFORMATION	
Grant Number	6-17-DM-70-0001
Contract Number:	
Award Period:	
Date of Request:	
Request Number:	

PROGRAM: (Select One)	
<input type="checkbox"/>	Housing
<input type="checkbox"/>	Infrastructure
<input type="checkbox"/>	Economic Revitalization
<input type="checkbox"/>	Planning

Please add additional lines or categories below based on the approved budget in your Subrecipient Agreement.

Budget Category	Budgeted Amount	Previously Requested	Current Request	Requested To Date	Remaining Balance
Program Administration	\$ -	\$ -	\$ -	\$ -	\$ -
Project Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Planning	\$ -	\$ -	\$ -	\$ -	\$ -
Activity Delivery	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

SECTION 4: DESCRIPTION OF EXPENDITURES OR SERVICES	

I hereby certify that (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Authorized Official Signature _____ Date _____

For Subrecipient Use Only:

Prepared By: (Print) _____
 Title: _____
 Signature: _____
 Date: _____

For VIHFA Office Use Only:

I hereby certify that this request is proper for payment in accordance with the agreement.

CDBG-DR Program Manager: _____ Date: _____
 Signature: _____
 CDBG-DR Program Senior Manager: _____ Date: _____
 Signature: _____
 CDBG-DR Director: _____ Date: _____
 Signature: _____

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3302 Denmore Plaza Suite 200 • St. Thomas, USVI 00802
 Telephone (340) 777-6633 • Fax (340) 775-7913



VIHFA

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
 PAYMENT REQUEST DETAIL**

Subrecipient: _____ Cash Request No. _____ Contract No. _____ Date: 6/26/2019
 Budget Category: _____

Line Item	Vendor	Item Description	Quantity	Unit Price	Amount	Activity No.	Amount	Unit
1								
2								
3								
4								
5								
6								
7								
TOTAL					1			

Budget Category: _____

Line Item	Vendor	Item Description	Quantity	Unit Price	Amount	Activity No.	Amount	Unit
1								
2								
3								
4								
5								
6								
7								
TOTAL					1			

Budget Category: _____

Line Item	Vendor	Item Description	Quantity	Unit Price	Amount	Activity No.	Amount	Unit
1								
2								
3								
4								
5								
6								
7								
TOTAL					1			

APPENDIX F: MONTHLY PERFORMANCE REPORT (MPR)/ DISASTER RECOVERY GRANT REPORTING SYSTEM REQUIREMENTS

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

All GDBG grantees are required to submit Monthly Status Reports (MSR's) on a monthly 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 Monthly 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 th	July 30 th
December 31 st	January 30 th
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
 3202 Demarara Plaza, Suite 200
 St. Thomas, VI 00802

SECTION I: PROJECT DATA	
CDBG-DR Grant #	CDBG project grant number
Grantee	Official name of GDBG grant recipient
Fed Tax ID #	Federal Tax Identification Number
DUNS #	Certified Administrator's DUNS Number
Address	Mailing Address

Contact Person	Individual from grantee responsible for day-to-day administration
E-Mail	Contact person's e-mail address
Phone #	Contact person's phone number
SAM Expiry Date	Grantee's System for Award Management (SAM) registration expiration date

SECTION 2. CERTIFICATION

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

SECTION 3. CDBG CONTRACT

Contract Start	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.
1st Amendment Requested	Note: if the contract end date changes due to an executed contract amendment, identify the revised contract end date.
1st Amendment Executed	Identify the date the 1 st Amendment Request was submitted to VIHFA Identify the date that contract amendment was executed (this is the date that VIHFA signs the agreement)
1st Amendment Type	Identify if the amendment request was for (select all that apply): <ul style="list-style-type: none"> • Budget • Extension • Program Guidelines • Accomplishments • Other (For changes not related to the above common types).
2nd Amendment Requested	Identify the date the 2 nd Amendment Request was submitted to VIHFA
2nd Amendment Executed	Identify the date that contract amendment was executed (this is the date that VIHFA signs the agreement)
2nd Amendment Type	Identify if the amendment request was for (select all that apply): <ul style="list-style-type: none"> • 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.

<p>Activity Type Circumstances/Reasons</p> <p>Will the activity be completed by the contract dates?</p> <p>Revised Implementation Schedule</p> <p>Is a contract extension necessary?</p> <p>Contract Amendment will be requested?</p>	<p>Identify the Activity Type Describe the circumstances/reasons why this activity is behind schedule.</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <ul style="list-style-type: none"> • 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 is not be submitted.
--	--

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 grantees
LMI Limited Clientele (LMC)	Depending on the activity: <ul style="list-style-type: none"> 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.
LMI Housing (LMH)	Complete this section when a beneficiary's assistance is completed.
LMI Jobs (LMI)	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

- Indicate "yes" if the activity meets the National Objective through Slum and Blight on an Area Basis. Complete the following questions.
- 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.

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?

- Indicate "yes" if the Area has been officially designated.
- Indicate "no" if the Area has not been officially designated. CDBG-funded activities meeting this National Objective Subcategory must be designated to be eligible.

Is there proper documentation for designation?

Designation must be within 10 years if the program

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

Designated Year
 Re-Designated

Identify the year that that the Area was officially 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 an Spot Basis. Complete the following questions.
- Indicate "no" if the activity does not meet the National Objective through Slum and Blight on an Spot Basis. Skip to the next section, Slum and Blight on a Area Basis.

BS Compliance Review Record
Verify the spot is not located in an officially designated SB area.

Attach Exhibit F-2: Slum and Blight Spot Basis Documentation. 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 during this reporting period.
 - **HISPANIC:** Summarized by ethnicity for each race, enter the number of the actual total beneficiaries assisted during this reporting period.

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

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

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 non LMI 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.

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

SECTION II: Housing Rehabilitation Activities

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

Applicable Lead Paint Requirement

Identify the number of Units that met the applicable lead paint requirement:

- Housing constructed before 1978
- Exempt: housing constructed 1978 or later
- Otherwise Exempt
- Exempt: No Paint Disturbed.

**Applicable Lead Paint Requirement:
Cumulative Total**

Total Units assisted

**Lead Hazard Remediation Actions:
(Rehabilitation Only)**

Identify the number of Units that met the applicable lead hazard remediation actions:

- Lead Safe Work Practices (Hard Costs <= \$5,000)
- Interim Controls or Standard Practices (Hard Costs \$5,000 - \$25,000)
- Abatement (Hard Costs > \$25,000)

**Lead Hazard Remediation Actions:
Cumulative Total**

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 II: 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. b. c" 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 data fields.

Row 3 Rental Units

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
Owner Occupied Units Rehabilitated or Improved

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
Homeownership Units Constructed Acquired, and/or Acquired with Rehabilitation Activities

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

Identify the total number of households receiving homebuyer

Homebuyer Down-Payment Assistance

assistance in Column A, B, and C.

**Row 7
Jobs Created**

Note: For row "6e-6g", the word "service" refers to "Down Payment Assistance Service"

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
Jobs Retained**

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
Business Assisted**

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 INFORMATION, 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. Proposed Beneficiaries-Created

Enter the proposed LMI Jobs to be created for the project.

Column A. Proposed Beneficiaries-Retained

These must correspond to the proposed beneficiaries that were detailed in the awarded contract or MOU for the project (in most cases this number will not change during the life of the project).

Enter the actual LMI beneficiaries during this Enter the proposed LMI Jobs to be retained for the project

**Column B.
This Report - Created**

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

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

**Column B.
This Report - Retained**

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

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

Column C.
This Report - Created

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.

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

Column C.
This Report - Retained

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 15: ECONOMIC DEVELOPMENT ADMINISTRATION JOB CATEGORIES

Column A. This Report (Jobs Created)

Enter the proposed LMI Jobs to be 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.

Technicians

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.

Sales

Occupants engaging wholly or primarily in direct selling. This includes: advertising agents 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.

Office and Clerical

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.

Craft Worker (Skilled)

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.

Operatives (Semi-Skilled)

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), dryers, 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.

Laborers (Unskilled)

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.

Service Workers

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. NEW HIRES

Complete this section for the contracts awarded during reporting period only. Both information for the grantees, contractors and subcontractors must be combined. Please round staff hours to the nearest full hour. 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

SECTION 15. ABC WIDE 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:

- 1st 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

Virgin Islands Housing Finance Authority
 CDBG-DR Monthly Status Report

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

Date receipted → VIHFA use only

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

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	
Date 1 st Amendment Requested		Extension Date	
1 st Amendment Type: <input type="checkbox"/> Budget <input type="checkbox"/> Extension		1 st Amendment Executed	
Date 2 nd Amendment Requested		2 nd Amendment Executed	
2 nd Amendment Type: <input type="checkbox"/> Budget <input type="checkbox"/> Extension		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 checked="" 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

LMI Area Benefit (LMA)	A. Total Beneficiaries This Report	B. Total Beneficiaries Cumulative
	total persons	total persons
LMI Limited Clientele (LMC)	LMI persons (%)	LMI persons (%)
LMI Housing (LMH)	persons	persons
LMI Jobs (LMJ)	households	households
	total Jobs	total Jobs
	LMI Jobs (%)	LMI Jobs (%)

SECTION 6-B. SLUM & BLIGHT NATIONAL OBJECTIVE

Slum and Blight on an Area Basis (SBA)		<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	
SBA NATIONAL OBJECTIVE BENEFICIARIES		
Number of Businesses Assisted	A. Total This Report	B. Total Cumulative

Slum and Blight on an Spot Basis	<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		
SBS NATIONAL OBJECTIVE BENEFICIARIES			
Number of Businesses Assisted	<table border="1"> <tr> <td>A. Total This Report</td> <td>B. Total Cumulative</td> </tr> </table>	A. Total This Report	B. Total Cumulative
A. Total This Report	B. Total Cumulative		

SECTION 6-C. URGENT NEED NATIONAL OBJECTIVE

Urgent Need	<input type="checkbox"/> Yes <input type="checkbox"/> No
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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) TOTAL:				

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			
Cumulative Total		Cumulative Total	

SECTION II: ENDORSEMENT / BENEFACTORY 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 NVHFA rehab standards						
	c. Number of units made lead safe						

	d. Number of units that that grantee chose to make accessible under Section 504						
SECTION II. INDICATOR / BENEFICIARY DATA							
Activity	Outcome Indicator	A. PROPOSED		B. THIS REPORT		C. CUMULATIVE	
		LMI	TOTAL	LMI	TOTAL	LMI	TOTAL
5) Homeownership units constructed, acquired, and/or acquired with rehabilitation activities	* Total number of housing units completed in the project:						
	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	* Total number of households receiving homebuyer assistance:						
	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 11: 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				
Construction by Trade (list)				
Trade:				
Trade:				
Trade:				
Other (list)				
TOTAL				

**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:

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SECTION 16. DRAW DOWN REVIEW			
Draw Down Request:		Amount Requested:	
Activity Code/ Activity Description	CDBG Amount	Match Amount	Documentation Submitted to VIHFA
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
Draw Down Request:		Amount Requested:	
Activity Code/ Activity Description	CDBG Amount	Match Amount	Documentation Submitted to VIHFA
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
Draw Down Request:		Amount Requested:	
Activity Code/ Activity Description	CDBG Amount	Match Amount	Documentation Submitted to VIHFA
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
Draw Down Request:		Amount Requested:	
Activity Code/ Activity Description	CDBG Amount	Match Amount	Documentation Submitted to VIHFA
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.

VITEA 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				

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APPENDIX G: RECORDS REQUIREMENTS AND RECORDS RETENTION

A. VITEMA 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;**

SECTION 15. MISDEMEANOR REPORTING.

CONTRACTUAL OBLIGATIONS¹ (COMPLETE THIS TABLE FOR ALL CONTRACTS)**Grant #:**[illegible]

Type of Trade Codes: 1a - New Construction 1b - Other Construction 2 - Education/Training 3 - Other	Business Racial Ethnic Information: 1 - White American 2 - Black American 3 - Native American 4 - Hispanic American 5 - Asian/Pacific American 6 - Hasidic Jew
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Attach additional sheets as necessary.

- 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 expenditures 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 VITEMA (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 VIHFA and VITEMA created under this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

VITEMA (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 VITEMA, (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 VITEMA (Agency) to VIHFA at termination or expiration of this Agreement.

Subrecipient Agreement No: SA-DR(DOT)-006-2020
Agency: Virgin Islands Territorial Emergency Management Agency
Program:

APPENDIX H: PUBLIC ASSISTANCE SUBRECIPIENT GRANT AGREEMENT
(executed copy needed to be obtained)



AMENDMENT NUMBER 13
TO THE FEMA-TERRITORY AGREEMENT
FEMA-4340-DR-VI

This is Amendment Number 13 to the FEMA-Territory Agreement for major disaster FEMA-4340-DR, declared on September 20, 2017. This Amendment serves to amend Attachment 1, *List of Territory Certification Officers*; Attachment 2, *Certification Regarding Lobbying*; and the General Programmatic Addendum, *Section III, Subpart A: Terms and Conditions for Sharing FEMA Disaster Assistance Survivor Registrant Data with Territory Governments*, as follows.

A. Amendments to Attachment 1

Paragraph number 1 of Attachment 1 is amended to read as follows.

1. The Governor hereby certifies that Adrienne L. Williams is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the Territory all necessary documents for federal disaster assistance, including certification of applications for Public Assistance. Kirk Callwood Sr. is the Alternate Governor's Authorized Representative (AGAR) and is similarly empowered. Their specimen signatures follow:


Adrienne L. Williams


Kirk Callwood Sr.

Paragraph number 2 of Attachment 1 is amended to read as follows:

2. The Governor hereby certifies that Denise E. H. Lewis is the Territory Coordinating Officer (TCO) and Colonel Ivan R. Udell is the Alternate TCO, who will act in cooperation with the Federal Coordinating Officer under this Declaration.

Paragraph number 3 of Attachment 1 is amended to read as follows:

3. The Governor hereby certifies that Anthony D. Thomas is the representative of the Territory authorized to receive donations or loans of surplus property on behalf of the Territory and to execute certification agreements, and other necessary documents with regard thereto.

Paragraph number 4 of Attachment 1 is amended to read as follows:

4. The Governor hereby certifies that Adrienne L. Williams is the Territory official authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in full compliance with FEMA nondiscrimination regulations (44 CFR Part 7, *Nondiscrimination in Federally-Assisted Programs* and 44 CFR § 206.11, *Nondiscrimination in disaster assistance*).

Paragraph number 3 of Attachment 1 is amended to read as follows:

5. The Governor hereby certifies that Adrianna L. Williams is the Territory official who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Paragraph number 6 of Attachment 1 is added as follows:

6. All previous appointments of authorized certification officers are hereby rescinded.

Restrictions on approval authority of the above-named officials: None.

B. Amendments to Attachment 2

Attachment 2, *Certification Regarding Lobbying*, is amended to read as follows:

**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned 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 undersigned, 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 undersigned shall complete and submit Standard Form-L.L., *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned 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 31 U.S.C. § 1352. 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.

Adrienne L. Williams
Governor's Authorized Representative

Date

2/20/19


Signature of GAR

C. Amendments to the General Programmatic Addendum, Section III, Subpart A: Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with Territory Governments

I. The General Programmatic Addendum, Section III, Subpart A: Terms and Conditions for Sharing FEMA Disaster Assistance Survivor Registrant Data with Territory Government is hereby amended as follows:

III. AUTHORIZED REQUESTORS

All previously authorized requestors are rescinded and the following Territory officials or employees are authorized to request disaster survivor information from FEMA under the provisions of this addendum:

Dennis E. H. Lewis, Acting Director, Virgin Islands Territorial Emergency Management Agency
2164 King Cross Street—Christiansted, St. Croix, VI 00820; 340-773-2244 or 340-422-1350 mobile

Colonel Ivan B. Udell, Acting Adjutant General, Virgin Islands National Guard; Office of the
Adjutant General; RRI BOX 9201—KINGSHILL, ST. CROIX, USVI 00850-9731
340-712-7780

All other paragraphs, Attachments, and Addendums of this Agreement remain unchanged, unless previously amended.

AGREED:


Albert Bryan Jr.
Governor

Date

2/20/19


Michael Boras
Federal Coordinating Officer
Disaster Recovery Manager

Date

2/20/2019



FEMA

**AMENDMENT NUMBER 14
TO THE FEMA-TERRITORY AGREEMENT
FEMA-4335-DR-VI**

This is Amendment Number 14 to the FEMA-Territory Agreement for major disaster FEMA-4335-DR, declared on September 7, 2017. This Amendment serves to amend Attachment 1, *List of Territory Certification Officers*; Attachment 2, *Certification Regarding Lobbying*, and the General Programmatic Addendum, Section III, Subpart A: *Terms and Conditions for Sharing FEMA Disaster Assistance Survivor Registrant Data with Territory Governments*, as follows.

A. Amendments to Attachment 1

Paragraph number 1 of Attachment 1 is amended to read as follows:

1. The Governor hereby certifies that Adrienne L. Williams is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the Territory all necessary documents for federal disaster assistance, including certification of applications for Public Assistance. Kirk Cathwood Sr. is the Alternate Governor's Authorized Representative (AGAR) and is similarly empowered. Their specimen signatures follow:


Adrienne L. Williams


Kirk Cathwood Sr.

Paragraph number 2 of Attachment 1 is amended to read as follows:

2. The Governor hereby certifies that Denise E. H. Lewis is the Territory Coordinating Officer (TCO) and Colonel Ivan B. Udell is the Alternate TCO, who will act in cooperation with the Federal Coordinating Officer under this Declaration.

Paragraph number 3 of Attachment 1 is amended to read as follows:

3. The Governor hereby certifies that Anthony D. Thomas is the representative of the Territory authorized to receive donations or loans of surplus property on behalf of the Territory and to execute certification agreements, and other necessary documents with regard thereto.

Paragraph number 4 of Attachment 1 is amended to read as follows:

4. The Governor hereby certifies that Adrienne L. Williams is the Territory official authorized to execute compliance reports, carry out compliance reviews, and distribute informational material

as required by FEMA to ensure that all recipients of federal assistance are in full compliance with FEMA nondiscrimination regulations (44 CFR Part 7, *Nondiscrimination in Federally-Assisted Programs* and 44 CFR § 206.11, *Nondiscrimination in disaster assistance*).

Paragraph number 5 of Attachment 1 is amended to read as follows:

5. The Governor hereby certifies that Adrianne L. Williams is the Territory official who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Paragraph number 6 of Attachment 1 is added as follows:

6. All previous appointments of authorized certification officers are hereby rescinded.

Restrictions on approval authority of the above-named officials: None.

B. Amendments to Attachment 2

Attachment 2, *Certification Regarding Lobbying*, is amended to read as follows:

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned 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 31 U.S.C. § 1352. 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.

Adrienne L. Williams

Governor's Authorized Representative

[Signature]
Signature of GAR

Date

2/20/19

C. Amendments to the General Programmatic Addendum, Section III, Subpart A: Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with Territory Governments

I. The General Programmatic Addendum, Section III, Subpart A: Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with Territory Government is hereby amended as follows:

III. AUTHORIZED REQUESTORS

All previously authorized requestors are rescinded and the following Territory officials or employees are authorized to request disaster survivor information from FEMA under the provisions of this addendum:

Denise E. H. Lewis, Acting Director, Virgin Islands Territorial Emergency Management Agency
2164 King Cross Street—Christiansted, St. Croix, VI 00820; 340-773-2244 or 340-422-1350 mobile

Colonel Ivan R. Udell, Acting Adjutant General, Virgin Islands National Guard, Office of the
Adjutant General, RR1 BOX 9201—KINGSHILL, ST. CROIX, USVI 00850-9731
340-712-7750

All other paragraphs, Attachments, and Addendums of this Agreement remain unchanged, unless previously amended.

AGREED:

[Signature]
Allen Bryan Jr.
Governor

[Signature]
Michael Byrne
Federal Coordinating Officer
Disaster Recovery Manager

Date

2/20/19

Date

2/20/2019

John H. H.

Am. Soc.

-C. C. C.

Am. Soc.

