

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
AND
MENCE CONSTRUCTION, LLC

RECONSTRUCTION/REHABILITATION CONSTRUCTION SERVICES

THIS CONTRACT FOR CONSTRUCTION/REHABILITATION CONSTRUCTION SERVICES ("Contract") is made this 6th day of November, 2024 by and between the VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY ("ODR"), a subsidiary division of the VIRGIN ISLANDS PUBLIC FINANCE AUTHORITY, an independent instrumentality of the Government of the United States Virgin Islands, ("Authority"), and Mence Construction, LLC located at [REDACTED] Kingshill, St. Croix, VI 00851 ("Contractor") (collectively, "the Parties"):

WITNESSETH

WHEREAS, two Category 5 hurricanes, Irma and Maria, made landfall in the United States Virgin Islands ("Virgin Islands" or "Territory") in September 2017 causing widespread destruction and damage to hundreds of residences within the Territory;

WHEREAS, the Territory is the recipient of Community Development Block Grant– Disaster Recovery ("CDBG-DR") funding from the United States Department of Housing and Urban Development ("HUD") to assist low-to-moderate income homeowners to rehabilitate or reconstruct homes damaged by the Hurricanes via the EnVIsion Tomorrow Program;

WHEREAS, in November 2023, the ODR entered into a Subrecipient Agreement with the Virgin Islands Housing Finance Authority ("VIHFA") to provide Program and Project Management Services to include the Homeowner Reconstruction and Rehabilitation Program and the Rental Reconstruction and Rehabilitation Program (EnVIsion Tomorrow Program) funded by the Community Development Block Grant – Disaster Recovery;

WHEREAS, ODR serves as the center of coordination and organization across the Territory's governmental departments, agencies, and private/non-profit partners to maximize efficiencies and to administer broad oversight of the recovery effort to ensure full compliance with regulations relative to the management and monitoring of project funds, expenditures, and timelines;

WHEREAS, ODR is in need of the services of a Contractor to provide General Construction Contractor Services to perform repairs to certain property located at [REDACTED] Christiansted 00820 referred to as VI-HRR-01170, ("Property" or "the Premises");

WHEREAS, the Property was damaged by Hurricanes Irma and/or Maria and this Contract and required repairs are needed to bring the Property back to pre-hurricane status (the "Work");

WHEREAS, the Work is more particularly described in the Scope of Work, Paragraph 2 of this Contract;

AMJ

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 Contract, the parties hereto do covenant and agree as follows:

1. That the Preamble hereto constitutes an integral part of this Contract.
2. SERVICES/WORK TO BE PERFORMED

The Contractor will perform the Work in accordance with the following documents which are attached hereto and made a part of this Contract as follows;

- a. HUD General Provisions and 2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts are attached hereto and incorporated herein as Collective Appendix A;
- b. ODR IFB 003-2024-STX/STT/STJ – EnVIision HRRP General Construction Services attached hereto and incorporated herein as Appendix B;
- c. Addendum No. 1 to ODR IFB 003-2024-STX/STT/STJ attached hereto and incorporated herein as Appendix C;
- d. Addendum No. 2 to ODR IFB 003-2024-STX/STT/STJ attached hereto and incorporated herein as Appendix D;
- e. Contractor Bid Submittal Sheet for VI-HRR-01170 dated September 11, 2024, attached hereto and incorporated herein as Appendix E;
- f. Green Building Retrofit Checklist, attached hereto and incorporated herein as Appendix F;
- g. CDBG-DR Construction Standards, attached hereto and incorporated herein as Appendix G;
- h. Drawings for VI-HRR-01170 attached hereto and incorporated herein as Appendix H;
- i. Lumber/Warehouse Detailed Inventory List, STX, attached hereto and incorporated herein as Appendix I; and
- j. Mitigation Measures Report for VI-HRR-01170 attached hereto and incorporates as Appendix J.

The Contractor agrees to furnish all labor, materials, equipment, and services necessary to perform and complete the work. Provided however that ODR shall provide the materials as outlined in the Lumber/Warehouse Detailed Inventory List attached hereto as Appendix I. Further provided that in the event that the materials to be provided by ODR as listed in Appendix I are not available, Contractor shall be required to source such materials locally at the most reasonable available costs. If Contractor has not previously provided for these costs in its bid submittal, Contractor shall submit a change order request for

an adjustment in its price prior to incurring such costs.

ODR and the Contractor may agree to changes in or additions to the Scope of Work. However, no changes shall be valid unless in writing and signed by both Parties in the form of an executed Change Order before any work has commenced.

3. TERM

This Contract shall become effective upon full and final execution by the Parties. The Contractor agrees that time is of the essence and will commence work no less than Ten (10) days after the issuance of the Notice to Proceed and be completed within the time stated in the Notice to Proceed.

All Work shall be completed no later than the date set forth in the Notice to Proceed, which date shall be the contract termination date. ODR shall extend the completion date if there are delays caused by acts of nature, unavoidable circumstances, or the negligence of the ODR or its agents or employees other than the Contractor. For the purposes of the forgoing sentence, unavoidable delay shall include delays related to or caused by unavailability of materials through no fault of the Contractor. The Contractor shall advise the ODR upon the occurrence of delays, but no later than five (5) workdays after such occurrence. The extension shall equal the length of the delay by any of the above factors. However, there shall be no extensions to the completion date without the prior written consent of the Authority/ODR. The Authority/ODR reserves the right to modify and/or terminate the Contract per the terms outlined in the Contract if the Contractor fails to perform in a manner consistent with the terms of the Contract.

4. COMPENSATION

The ODR, in consideration of the satisfactory performance of the Work described in Paragraph 2 above, agrees to pay the Contractor, in accordance with the schedule of values as contained in the Contractor Bid Submittal Sheet (Appendix D), the sum of *One Hundred Seventy-Two Thousand Five Hundred Eighty-Two Dollars and Thirty Cents (\$172,582.30)*.

The payment shall be made as follows:

- a. Pre-Construction Cost: 10% of the total Contract Amount, which is: **Seventeen Thousand Two Hundred Fifty-Eight Dollars and Twenty-Three Cents (\$17,258.23)** to secure the necessary equipment, labor and materials to commence the Work. The Pre-Construction Costs will be paid upon issuance of the Notice to Proceed. Contractor is required to submit receipts and other supporting documentation, as required, to demonstrate costs incurred to support the Pre-Construction Costs, failing which the ODR may withhold such amounts from subsequent payments until Contractor has provided the necessary receipts or documentation. Contractor shall be notified of any withholding per the notice requirement as outlined in Paragraph 45 of this Contract.
- b. Thereafter Contractor may submit a draw for Work performed in increments, as often as weekly.

- c. 10% is withheld from each draw for retainage, excluding Pre-Construction Costs. Gross Receipt Taxes, as applicable, may also be withheld.
- d. Any Retainage due the Contractor for work performed and the final payment will be disbursed on the Final Disbursement Date subject to a Final Inspection and acceptance of the work as outlined in Paragraph 42.

5. LIQUIDATED DAMAGES

It is hereby agreed by the Parties that in the event the Contractor has not completed the scope of work under the terms set forth in this Contract, liquidated damages of Five Hundred Dollars (\$500.00) for each workday or portion thereof shall be due to the ODR. The liquidated damages shall be deducted from any contract monies due but not yet paid, to the extent available. Contractor shall be notified of the application of Liquidated Damages and the amount of such deductions in accordance with the Notice requirement of this contract as outlined in Paragraph 45 of the Contract. Should the Liquidated Damages exceed any amounts retained by the ODR for payment under the Contract, the Contractor shall pay the balance or amount of any liquidated damages due upon thirty (30) day's written notice from the ODR.

6. PERFORMANCE BOND:

N/A

7. COMPLETION & EXTENSION OF CONTRACT WORK

The Contract shall be deemed completed when the services are performed on or before the date as set forth in the Notice to Proceed the Notice to Proceed; and the ODR has accepted all work. If the satisfactory execution of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the plans or scope of work, then the Contractor shall submit a request for a contract change order accompanied by supporting documentation which substantiate the additional work, and any associated increase in cost and time, if applicable. All Change Orders shall be in writing and shall be submitted to ODR for approval. The Change Order shall be fully executed prior to undertaking the additional work. No allowance shall be made for unauthorized delays or suspension of the work.

8. PAYMENT PROCESS

Invoices shall be submitted on a timely basis and may be submitted as often as monthly. Invoices shall be organized so that services associated with each construction phase are clearly identified in separate detailed listings of charges. Payment of invoices must be approved by the Authority or its designee after inspection. The ODR will make payments within thirty (30) days after invoice approval and acceptance of work after the inspections noted in Paragraphs 41 and 42.

Should the Contractor, after receipt of payment of invoices by the ODR not timely pay all persons who have fulfilled their obligations to perform labor and/or furnish materials in the prosecution of the work

provided for herein, including by way of example workmen, laborers, furnishers of materials, machinery, equipment and fixtures, then Contractor agrees to indemnify and hold the ODR and the Authority harmless against any claims made against the Authority and ODR for such payment(s). Timely payments from the Contractor to its subcontractors shall mean that the Contractor shall remit payment to its subcontractors within ten (10) business days of receiving payment from the ODR.

Pursuant to Paragraph 20, Contractor shall obtain an executed lien waiver upon making final payments to all persons who have fulfilled their obligation to perform labor and/or furnish materials in the prosecution of the work provided herein. Such forms shall be submitted to the ODR before Final Disbursement.

9. WORKMANSHIP/WARRANTY

The Contractor will complete all work in a substantial and workmanlike manner according to standards and practices in the Contractor's trade for the construction work to be performed. The Work shall conform to all applicable codes and regulations which apply to the Work to be performed whether or not covered by the specifications and drawings for the Work. The Contractor warrants that the final product of Contractor's Work shall be fit for the purposes for which it is intended. Contractor will 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.

10. DEFECTIVE WORK

The inspection of Work shall not relieve the Contractor of any of its obligations to fulfill the terms and conditions of the Contract as herein prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the ODR's Project Manager 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, the Contractor shall forthwith make good such defect in a manner satisfactory to the ODR's Project Manager and shall replace at its own expense damaged or unsuitable materials with the new material of satisfactory quality. Any Work found to be defective after the Work performed under the Contract have been accepted will be address per the warranty provision in Paragraph 9 of this Contract.

11. ADDITIONAL WORK

The Parties understand that funds for payment of the consideration under this Contract are solely for the Work described in Paragraph 2 of the Contract; and shall not be used for other purposes or improvements on the Property that are not part of the Work. Any additional Work agreed upon by the Homeowner and Contractor shall not be initiated until after all Work identified in the Scope of Work has been completed and passed final inspection.

12. MOLD ASSESSMENT AND REMEDIATION

Mold assessment will be performed by Contractor. A visual inspection is the most important initial

step in identifying a possible mold problem and in determining remedial strategies. Visual inspections should also include observations of hidden areas where damage may be present, such as crawl spaces, attics, and behind wallboards to the extent feasible without destructive testing or removal of apparently undamaged building materials. The extent of any water damage and mold growth should be visually assessed and the affected building materials identified.

Areas where mold was, or is, identified as part of the initial site inspection (ISI), the Walk Through or during construction will be required to be remediated by the Contractor. If a visual inspection by the Contractor reveals the presence of mold, the Contractor should take photographs of the presence of mold and submit them to the ODR's Project Manager.

13. REMEDICATION

Currently there are no governmental standards pertaining to acceptable levels of indoor airborne mold spores and structures. Mold is present everywhere in the environment. The Contractor shall eliminate moisture sources prior to remediation. The Contractor shall clean or replace the materials identified with mold contamination. Post remediation dehumidification may be necessary to dry the remaining structural framing materials prior to any rehabilitation. Any additional cost associated with this work shall be addressed as a change order to be agreed to by the Authority.

14. ACCEPTANCE OF PLANS AND CONSENT TO PERFORM THE PROJECT

Contractor hereby acknowledges that it has been presented the Scope of Work ("SOW") for the Contract. Contractor has fully reviewed the SOW, which specifies the construction and other activities, including any environmental mitigation as outlined in the Mitigation Measures Report, attached hereto as "Appendix J", to be conducted by Contractor on the Property. Contractor acknowledges and agrees that it shall not add tasks to the SOW unless authorized by the ODR.

15. CONTRACTOR'S REPRESENTATIONS

The Contractor warrants 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 further represents that it is fully equipped, competent, and capable of performing the Work and is available to perform such Work.

The Contractor warrants that it 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. The Contractor shall include this provision in each of its subcontracts hereunder, a copy of which shall be provided to the ODR upon execution. In the event the Contractor or sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor agrees that it and/or its sub-contractor shall not be entitled to any payment for any work performed under this Contract. Further, Contractor agrees that it and/or its sub-contractor shall promptly reimburse the ODR for any progress payments heretofore made.

16. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR

Contractor represents, warrants, and covenants as follows:

- a. Contractor is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.
- b. Contractor will, during the construction period of the project, remain a General Contractor, engaged in the business of construction, will remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it. Contractor has the power to execute, deliver and perform, and enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement.
- c. The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms, conditions, or provisions of any legal restrictions or any agreement or instrument to which the Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.
- d. No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or performance under, this Agreement and the consummation of the transactions contemplated hereby contains any material misstatement of fact or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.
- e. That it has obtained all the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

17. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors,

or in any other capacity whatsoever, or make the ODR or the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor its servants, agents, or independent contractors.

18. CONDITION OF PREMISES

The Contractor agrees to keep the Premises orderly, and to remove daily all debris as needed in performing the scope of Work in order to maintain safe working conditions and leave the area in a neat and clean condition. The Contractor agrees to maintain the work area free from major obstructions/hazards to the greatest extent possible and to ensure safe access at all times.

19. CONTRACTOR, MATERIALMEN OR MECHANICS' LIENS

The ODR and the Authority will not suffer or permit any mechanics or materialmen's liens to be filed or otherwise asserted against the Property or against any funds due to Contractor and will promptly seek discharge of any such lien filed. Contractor, subcontractors, suppliers, vendors, trades and any other persons or entities performing work on the Property are strictly prohibited from placing liens on said Property. Contractor shall inform all persons or entities of such strict prohibition. Contractor is responsible for the removal, and any associated expense involved therewith, of any lien placed on the subject Property by the Contractor, or any subcontractor, supplier, vendor, trade or other person or entity performing work for the Contractor, irrespective of the fault or cause of such attachment.

Additionally, pursuant to V.I. Code Title 28, Chapter 12, Section 254 "a construction lien does not exist for work, services, materials, or equipment, in connection with the improvement of a residential dwelling under an emergency home repair program property or other home-repair or construction program administered by the Government of the Virgin Islands or any instrumentality of the Government of the Virgin Islands".

20. LIEN WAIVERS

The Contractor agrees to protect, defend and indemnify the Authority and ODR from any claims for unpaid work, labor or materials with respect to the Contractor's performance under this Contract and shall execute a Lien Waiver, from both the Contractor and all subcontractors, upon receipt of each payment. Final payment shall not be due until the Contractor has delivered to the ODR 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 the ODR by indemnifying the Authority, ODR and the Homeowner against any and all liens.

21. 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. The Contractor shall be

responsible for the supervision of Contractor's employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

22. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or force majeure (extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party). The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Contract. Contractor shall be entitled to an equitable adjustment in Work Order schedules and unit prices in the foregoing circumstance.

23. INDEMNITY AND LIMITATION OF LIABILITY

Contractor shall be fully liable for the actions of its agents, employees, partners or sub-contractors and shall fully indemnify and hold harmless the Authority, its Office of Disaster Recovery, its Board of Directors, agents and employees, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, its agents, employees, partners or sub-contractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authority or ODR.

Contractor shall agree to defend, indemnify and hold the Authority and ODR harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expense (including attorneys' fees) and causes of action of whatsoever character which the Authority or ODR 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 the Authority or ODR. Contractor shall, on or before contract execution, provide the ODR with a copy of Contractor's insurance certificate evidencing coverage for liability and personal injury.

Contractor will indemnify, defend and hold the Authority, its Office of Disaster Recovery, its Board of Directors, agents and employees, harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs for infringement of a United States Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Authority and ODR shall give the Contractor:

- a. prompt written notice of any action, claim or threat of infringement suit, or other suit;
- b. the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and

- c. assistance in the defense of any such action at the expense of Contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, the Authority, ODR, or its Board of Directors, agents and employees may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the ODR or the Authority shall require. Unless otherwise specifically enumerated herein or in the any changes to the Contract as mutually agreed between the Parties, neither Party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the Party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The Authority and ODR may, in addition to other remedies available at law or equity and upon notice to the Contractor per Paragraph 45 of this Contract, retain such monies from amounts due Contractor, as may be necessary to satisfy any claim for damages, penalties, or costs asserted by or against them.

24. WORKMAN'S COMPENSATION

The Contractor shall provide Workman's Compensation Insurance coverage for all employees involved in the performance of this Contract.

25. INSURANCE AND BONDING

The Contractor shall maintain liability insurance in an amount no less than One Million Dollars (\$1,000,000) 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 the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them. Contractor shall place the Authority as an additional named insured on the policy.

26. VERIFICATION OF COVERAGE

Contractor shall furnish the ODR with certificates of insurance reflecting proof of required coverage. The certificates for each insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf and the certificates are to be submitted on or before Contract execution and approved by the Authority before work commences.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of ODR may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract. Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements of the Authority herein.

27. SUB-CONTRACTOR

Contractor may enter into subcontracts with third parties ("Sub-Contractors") for the performance of any part of specialized Contractor's duties and obligations (i.e. electrical, plumbing, etc.). In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the ODR and Authority for any breach in the performance of Contractor's duties. Sub-Contractor's Contracts must meet all contracting, indemnity, insurance and regulatory compliance requirements. The Parties hereby agree that any non-compete Contract or similar Contract with any Sub-Contractor(s) seeking to restrain the ability of the Sub-Contractor to perform any services for the Authority shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Sub-Contractor.

28. ASSIGNMENT OF THE CONTRACT

The Contractor shall not subcontract or assign this Contract without the prior written consent of the Authority.

29. 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 instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, condition 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.

30. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the ODR will have the right to withhold, out of any payment due to Contractor, such sums as the ODR may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, the Authority may apply such sums in such manner as the Authority may deem proper to secure itself or to satisfy such claims. The ODR will immediately notify the Contractor in writing, as per the notice requirements in Paragraph 45 of this Contract, in the event that it elects to exercise its right to withhold.

31. TERMINATION

Either Party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

- a. **TERMINATION FOR CAUSE:** Except as hereafter provided, the Authority/ODR shall have the immediate and automatic right to terminate this Agreement upon the occurrence by Contractor of a material breach of any term, condition, representation, warranty or covenant of this Agreement, or the Proposal. A material breach shall

include, but not be limited to, the following, if applicable:

- 1) submission to the ODR of reports which are incorrect or incomplete in any material respect;
 - 2) debarment, or the threat thereof, by any federal or local government agency or department;
 - 3) failure to pay creditors and subcontractors which may cause the placement of liens on the Homeowner's s Property;
 - 4) failure to maintain any bonds, licenses and insurance if required under this Agreement;
 - 5) offering of bribes, threatening or abuse of program participants or failure to comply with applicable federal or local requirements;
 - 6) abandonment of the performic of the Work by Contractor for a period of seven (7) days;
 - 7) failure to diligently obtain skill specific permits and approvals to perform the Work;
 - 8) if the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of creditors, or if a trustee or receiver is appointed on account of its insolvency;
 - 9) if the Contractor persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials;
 - 10) failure to correct Work which is not in accordance with the final construction drawings and specifications; or
 - 11) persistent disregard of the laws, rules, regulations or orders of any public authority having jurisdiction;
 - 12) failure to utilize industry standards in a method or installation;
 - 13) failure to comply with the approved Scope of Work by adding items without approval or by failing to provide materials and/or workmanship in accordance with the Contract; and
 - 14) failure to adhere to standards and practices of phases within the Project as outlined in the Scope of Work.
- b. **PARTIAL TERMINATION:** The performance of Work under this Contract may be terminated by the Authority in part, whenever the Authority shall deem such termination advisable. This partial termination shall be affected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term

and/or duties of 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 thirty (30) days' notice.

32. 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, religion, sexual orientation, or national origin.

33. FALSE CLAIMS

- a. The Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the ODR or the Authority. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.
- b. The Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. The 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. The Contractor acknowledges that making such false, fictitious, or fraudulent claim is a federal offense.

34. SECTION 3

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., 17010. **Section 3** requires that to the greatest extent possible 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.

35. EXECUTIVE ORDER 11246 NON-DISCRIMINATION

This Contract is subject to the requirements of **Executive Order 11246**; hence the Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. Such actions will include but shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff, or termination; rates of pay or other forms of compensation. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

36. 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 businesses in the implementation of this Contract. This plan must be submitted to the Authority at the following address: Office of Disaster Recovery, 402 Strand Street, Frederiksted, St Croix, St. Thomas 00840.

37. FEDERAL LABOR STANDARDS PROVISIONS

All laborers and mechanics employed upon the work covered by this Contract shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the **Davis Bacon Act**, as amended (40 U. S. 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 940 U. S. C. 327332). The Contractors and all its sub-contractors shall comply with regulations issued pursuant to the labor standards provisions. For the duration of this Contract, the Contractor and sub-contractors shall submit copies of weekly payroll forms and cancelled checks to the ODR.

38. SECTION 106 COMPLIANCE

The Contractor shall ensure that areas of archaeological sensitivity will not be disturbed during construction. No heavy equipment shall be used in any area which has been determined to be an area of archaeological sensitivity. The Contractor agrees that, if there is any question relative to the archaeological value or historic designation of the site in general or any specific features on the site, it shall seek guidance from the Division of Historic Preservation of the Department of Planning and Natural Resources before undertaking any Work.

39. CONFLICT OF INTEREST

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.

40. WARRANTY OF NON-SOLICITATION

The Contractor expressly warrants that it has not employed any person to solicit or obtain this Contract on its behalf, or 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 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 Contractor hereunder; and that it has not, in estimating the Contract price demand included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this Contract. Breach of this warranty shall give the Authority/ODR 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

41. PRELIMINARY INSPECTION(S)

All work will be subject to periodic inspections by the ODR or it's designee. Prior to request for final inspection, the Contractor shall notify the ODR's Project Manager of the anticipated date of completion so that any major defects or deficiencies may be pointed out to the Contractor for correction prior to the final inspection.

42. FINAL INSPECTION

The Scope of Work shall be considered complete upon acceptance by the Authority after a final inspection conducted by the Homeowner and the ODR. Once requested by Contractor, final inspection shall be initiated within seven (7) business days and the time period between request for final inspection and completion of final inspection shall not be counted against the agreed upon period of performance. If the ODR conducts an inspection and determine that the Scope of Work has been completed by signing off on the Final Inspection but the Homeowner does not issue an acceptance, the ODR shall administratively close the Scope of Work and issue a final payment.

43. RECORDS

The Contractor shall maintain for a period of seven (7) years, documented, precise records of time and/or money expended under this Contract.

44. AMENDMENTS

- a. No amendment(s), modifications, or changes shall be made to this Contract unless Contractor delivers such proposed amendment(s) to the ODR for approval prior to the execution of the Amendment to the Contract.
- b. Amendments must make specific reference to this Contract, must be in writing, and signed by a duly authorized representative of the parties of this Contract. Such amendments shall not invalidate this Contract, nor relieve or release Contractor from its obligations under the Agreement or the Contractor from its obligations under this Contract.
- c. Contractor agrees to cooperate with amending the Contract to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Work to be undertaken as part of this Contract, Schedule of Values, or the project schedules, such modifications will be incorporated only by written amendment approved and signed by both the Authority/ODR and Contractor.

45. NOTICE

Mence Construction, LLC
Property ID: VI-HRR-01170
CIS No.: 2024-ODR-074

Any notices required pursuant to this Contract shall be addressed to the respective Parties at the following addresses:

**VIRGIN ISLANDS PUBLIC
FINANCE AUTHORITY:**

Kevin McCurdy
Executive Director
Virgin Islands Public Finance Authority
5033 Kongens Gade
St. Thomas, Virgin Islands 00802

Copy to:

Nathan Simmonds
Director of Finance & Administration
P.O. Box 430
St. Thomas, V.I. 00804

**VIRGIN ISLANDS OFFICE
OF DISASTER RECOVERY:**

Adrienne L. Williams-Octalien
Director
Virgin Islands Office of Disaster Recovery
14A & 14C Strand Street
Frederiksted, Virgin Islands 00840

Mence Construction, LLC

Reynold Phillip
Owner
Mence Construction, LLC
206 Estate LaReine
Kingshill, St. Croix, VI 00851

Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Contract, and shall be addressed to the appropriate Party at the address specified above or such other address as may be specified by such Party in writing in accordance with this Paragraph 45, and shall be deemed to have been given for all purposes:

- a. when received and signed for, if hand-delivered, or

- b. five (5) Business Days after mailing, if mailed by first class certified mail, return receipt requested.

46. TAXES

Contractor is responsible for payment of all applicable federal and local Territorial taxes, including any taxes of any out-of-state employees who are currently assigned to this project and are working within the Territory.

47. GROSS RECEIPT TAXES

Title 33 V.I.C. Ch.3, §44, as amended, requires the Authority, when making a payment under this Contract, to deduct and withhold from such payments, gross receipts taxes as required by law at 33 VIC Section 43(a) for each payment for Work performed in the Virgin Islands. It is agreed between the Parties that for the purposes of complying with Title 33, Ch. 3, Section 44 of the Virgin Islands Code, the Authority shall withhold and forward to the Virgin Islands Bureau of Internal Revenue ("VIBIR") such amount as required by the law at 33 VIC Section 43(a) or any amendments thereto.

The Contractor agrees that the calculation and payment of gross receipts taxes shall be its sole responsibility. the Authority/ODR shall not be responsible in any way for any miscalculation, or additional assessments by the VIBIR resulting from Work performed under this Contract. In the unlikely event any overpayment or underpayment is made to the VIBIR, the Contractor shall resolve such matter with VIBIR and inform the Authority of the resolution thereof.

48. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the Territory of the United States Virgin Islands and venue shall be in the United States Virgin Islands. Venue for any action between the Authority and Contractor which relates to this Contract shall be in the United States Virgin Islands.

49. SEVERABILITY

If any provision(s) of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the United States Virgin Islands, it shall be regarded as stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

50. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the Parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.

51. COUNTERPARTS

This Contract may be signed in counterparts, each of which will be deemed an original.

52. FEDERAL CROSS CUTTING MEASURES

All contracts to be funded under the CDBG-DR program require the inclusion of federal cross-cutting requirements as part of the conditions of the contract. These federal cross-cutting requirements are attached hereto as Appendix A.

53. ORDER OF PRECEDENCE

In the event of a conflict in the terms and conditions of this Contract, the following order of precedence shall apply:


- 1) HUD General Provisions and 2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts (Collective Appendix A).
- 2) CDBG-DR Construction Standards (Appendix G).
- 3) This Contract for Construction Services.
- 4) ODR IFB 003-2024-STX/STT/STJ- EnVIision HRRP General Construction Services (Appendix B).
- 5) Addendum No. 1 to ODR IFB 003-2024-STX/STT/STJ (Appendix C).
- 6) Addendum No. 2 to ODR IFB 003-2024-STX/STT/STJ (Appendix D).
- 7) STX Drawings VI-HRR-01170 (Appendix H).
- 8) Mitigation Measures Report for VI-HRR-01170 attached hereto and incorporates as Appendix J.
- 9) Green Building Retrofit Checklist (Appendix F).
- 10) Contractor Bid Submittal Sheet for VI-HRR-01170 (Appendix E).
- 11) Lumber/Warehouse Detailed Inventory List, attached hereto and incorporated herein as Appendix I.

IN WITNESS WHEREOF, the Parties have hereunder set their hands.

WITNESSES:

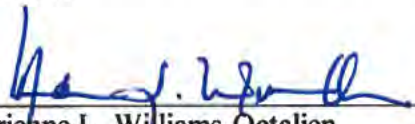


VIRGIN ISLANDS PUBLIC FINANCE
AUTHORITY

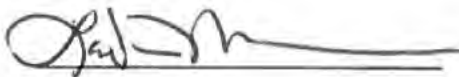
By: 
Nathan Simmonds
Director of Finance and Administration



VIRGIN ISLANDS OFFICE OF DISASTER
RECOVERY

By: 
Adrienne L. Williams-Octalien
Director

Mence Construction, LLC



By: 
Reyford Phillip
Owner

APPROVED FOR LEGAL
SUFFICIENCY


Lorelei Farrington, Esq.

11/4/2024

Mence Construction, LLC
Property ID: VI-HRR-01170
CIS No.: 2024-ODR-074
Staff Counsel
Virgin Islands Public Finance Authority

ATTACHMENTS

1. HUD General Provisions and 2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts are attached hereto and incorporated herein as Collective Appendix A;
2. ODR IFB 003-2024-STX/STT/STJ- EnVIsion HRRP General Construction Services attached hereto and incorporated herein as Appendix B;
3. Addendum No. 1 to ODR IFB 003-2024-STX/STT/STJ attached hereto and incorporated herein as Appendix C;
4. Addendum No. 2 to ODR IFB 003-2024-STX/STT/STJ attached hereto and incorporated herein as Appendix D;
5. Contractor Bid Submittal Sheet for VI-HRR-01170 dated September 11, 2024, attached hereto and incorporated herein as Appendix E;
6. Green Building Retrofit Checklist, attached hereto and incorporated herein as Appendix F;
7. CDBG-DR Construction Standards, attached hereto and incorporated herein as Appendix G;
8. Drawings for VI-HRR-01170 attached hereto and incorporated herein as Appendix H ;
9. Lumber/Warehouse Detailed Inventory List, STX, attached hereto and incorporated herein as Appendix I.
10. Mitigation Measures Report for VI-HRR-01170 attached hereto and incorporates as Appendix J.

APPENDIX A HUD FEDERAL CROSS CUTTING METHODS

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

The Authority 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 the Authority. The Contractor/Subcontractor shall cooperate with all the Authority 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:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. 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;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. 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 the Authority 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 the Authority with any additional information necessary for the Authority to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by the Authority, 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:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Requiring unnecessary experience and excessive bonding;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. 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
- g. Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to the Authority that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, considering 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 the Authority.

18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless the Authority 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

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, the Authority 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 the Authority, become the Authority'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 the Authority for damages sustained by The Authority by virtue of any breach of the contract by the Contractor/Subcontractor, and the Authority 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 Authority from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE

The Authority 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 the Authority 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

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

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

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

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 paragraphs (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:

- a. 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.

- b. 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.
- c. 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

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

- a. *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.
- b. *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.
- c. *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. Pursuant to the Amended Section 3 Rule, HUD is changing the tracking from new hires to reporting of labor hours to ensure Section 3 workers have sustained employment and career opportunities.
- b. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implements 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.

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 must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders can only be invoiced once approved by the Interim Executive Director. The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. ENVIRONMENTAL REVIEW

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

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

36. LEAD BASED PAINT

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

37. ENVIRONMENTAL REVIEW RECORD

The Environmental Officer is responsible for maintaining a written record of the environmental

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

38. FLOOD INSURANCE REQUIREMENTS

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

39. DUPLICATION OF BENEFITS

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, 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.

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 of the 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:

1. Certification.
 - a. 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.
 - b. 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.
2. Plan contents.
 - a. 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.

- b. The plan shall provide for relocation assistance in accordance with § 42.350.
- c. The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. COMPLAINTS AND APPEALS

Citizen comments on the Authority'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.cdbgdr.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, the Authority 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.

Attachment 1

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.

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:

- Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
- 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.

- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- 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:

- Placing unreasonable requirements on firms in order for them to qualify to do business,
- Requiring unnecessary experience and excessive bonding,
- Noncompetitive pricing practices between firms or between affiliated companies,
- Noncompetitive awards to consultants that are on retainer contracts,
- Organizational conflicts of interest,
- 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
- 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 (29C.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 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.

- 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:
 - Recruitment, advertising, and job application procedures.
 - Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - Rates of pay or any other form of compensation and changes in compensation.
 - Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - Leaves of absence, sick leave, or any other leave.
 - Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor.
 - Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - Activities sponsored by the contractor including social or recreational programs, and any other term, condition, or privilege of employment.
- The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 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.

- 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).
- 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.
- 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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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 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.

- 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.
- 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.
- 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:

- 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.
- 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.
- 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:

- *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.
- *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.
- *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)

- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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 must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change order.” The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

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

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

36. Lead Based Paint

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

37. Environmental Review Record

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

38. Flood Insurance Requirements

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

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, 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.

42. **Drug Free Workplace**

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

43. **Timely Distribution of Funds**

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

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

44. **Property Management and Distribution**

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

45. **Limited English Proficiency**

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-

based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. **Personally Identifiable Information**

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

47. **Uniform Relocation Act**

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

48. **Residential anti-displacement and relocation assistance plan.**

Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325.

- Certification

- 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.

- 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.

- Plan contents

- 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.
- The plan shall provide for relocation assistance in accordance with [§ 42.350](#).
- 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.

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.

Attachment 2

2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3705](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [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 the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See [§ 200.322](#) Procurement of recovered materials.

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
14A & 14C Strand Street Frederiksted,
St. Croix VI 00840
Phone (340)202-1221



Virgin Islands Public Finance Authority
8000 Nisky Center, Suite 1
St. Thomas, VI 00802
Phone (340)202-1221

INVITATION FOR BIDS

IFB 003-2024-STX/STT/STJ

EnVIision HRRP GENERAL CONSTRUCTION SERVICES

The Virgin Islands Office of Disaster Recovery (VIODR) Community Development Block Grant-Disaster Recovery Program (CDBG-DR) seeks highly skilled licensed construction contractors to provide residential construction repair, rehabilitation, and/or reconstruction services for single-family owner-occupied residential structures on the islands of St. Croix, St. Thomas, and St. John.

Virgin Islands Office of Disaster Recovery

IFB 003-2024-STX/STT/STJ
INVITATION FOR BIDS
EnVIsion HRRP General Construction Services

1.0 INTRODUCTION

The Virgin Islands Office of Disaster Recovery ("ODR"), a subsidiary division of the Virgin Islands Public Finance Authority ("PFA"), an independent instrumentality of the Government of the United States Virgin Islands, is soliciting proposals from qualified and licensed construction contractors ("Respondents") to provide residential construction repair, rehabilitation and/or reconstruction services for forty-eight (48) single-family owner-occupied residential structures on the islands of St. Croix and St. Thomas.

In November 2023, the ODR entered a Subrecipient Agreement with the Virgin Islands Housing Finance Authority (VIHFA) to provide Program and Project Management Services to include the Homeowner Reconstruction and Rehabilitation Program and the Rental Reconstruction and Rehabilitation Program (EnVIsion Tomorrow Program) funded by the Community Development Block Grant – Disaster Recovery (CDBG-DR).

1.1 CONTEXT

Hurricanes Irma and Maria had a devastating impact on the United States Virgin Islands (U.S. Virgin Islands or "the Territory"). The two back-to-back Category 5 storms in September 2017 caused significant damage and destruction to roads and public facilities. The entire population—over 100,000 residents—was impacted by the devastation brought on by the storms, with winds of over 185 miles per hour and up to 20 inches of rain in some areas.

As a result of the storms, the United States Virgin Islands is the recipient of Community Development Block Grant – Disaster Recovery funding from HUD and aims to rehabilitate or reconstruct homes damaged by the storms via the EnVIsion Tomorrow Program. The program consists of the Homeowner Rehabilitation & Reconstruction Program (HRRP) and the Rental Rehabilitation & Reconstruction Program (RRRP). The HRRP provides support to homeowners with low- to moderate-income status, while the RRRP focuses on rental units damaged by storms.

2.0 SCOPE OF WORK

The exhibits in the solicitation package include all the details related to the scope of work for each project. The Bid Sheets contain line-item details that the respondent is required to utilize to submit the cost for each project. If required, some projects include architectural drawings or plans that outlay the specifications for the scope of work. Projects should be bid as listed. Any changes to the attached bid sheets and drawings will be addressed via change order.

Exhibit A - STT Bid Sheets

Exhibit A.1 - STT Drawings

Exhibit B - STX Bid Sheets

Exhibit B.1- STX Drawings

Exhibit C - STJ Bid Sheets

Exhibit C.1 - STJ Drawings

2.1 CLEAN UP

The selected Respondent shall always keep the building and surrounding area reasonably free from rubbish and shall remove and discard debris in accordance with local laws on a timely basis or when directed to do so by ODR. The selected Respondent shall remove rubbish and debris daily. The selected Respondent shall broom clean the building as required to minimize dust and dirt accumulation. The Respondent shall provide and maintain suitable all-weather access to the building. Before final inspection and acceptance of the building, the Respondent shall clean the work area, including glass, hardware, fixtures, masonry, and tile, clean and wax all floors (using noncorrosive chemicals) as specified, and completely prepare the building for use by ODR, with no cleaning required by ODR.

2.2 CONTACT INFORMATION

The selected Respondent shall provide contact information to facilitate and maintain regular communication with ODR. This contact information shall include a minimum of a reliable company phone number and email address. The said contact information shall be monitored regularly and used to facilitate an open line of communication with ODR.

2.3 APPLICABLE REGULATIONS

The services performed shall be subject to the following regulations, which can be found in the solicitation package:

Exhibit D -Green Building Retrofit Checklist

Exhibit E -CDBG-DR Construction Building Standards

3.0 PROJECTS

The ODR will contract for the applicants below, as scoped in Exhibit A, Exhibit B, and Exhibit C. The ODR reserves the right to modify and/or terminate the contract if the successful respondent fails to perform in a manner consistent with the terms of the contract. In addition, ODR reserves the right to modify and/or terminate the contract if funding becomes unavailable.

St. Croix

Project ID	Construction Type
1. VI-HRR-00194	Roof Reconstruction & Interior Repair
2. VI-HRR-00397	Roof Reconstruction & Interior Repair
3. VI-HRR-00400	Roof Reconstruction & Interior Repair
4. VI-HRR-01138	Roof Reconstruction & Interior Repair
5. VI-HRR-01170	Roof Reconstruction & Interior Repair
6. VI-HRR-01793	Roof Reconstruction & Interior Repair
7. VI-HRR-02107	Roof Reconstruction & Interior Repair
8. VI-HRR-00080	Reconstruction
9. VI-HRR-00514	Reconstruction
10. VI-HRR-01018	Reconstruction
11. VI-HRR- 01102	Reconstruction
12. VI-HRR-01173	Reconstruction
13. VI-HRR-01212	Reconstruction
14. VI-HRR-01930	Reconstruction
15. VI-HRR-00723	New Construction
16. VI-HRR-00816	Roof & Interior Repair

17. VI-HRR-00963	Roof & Interior Repair
18. VI-HRR-01113	Roof & Interior Repair
19. VI-HRR-01981	Roof & Interior Repair

St. Thomas

Project ID	Construction Type
1. VI-HRR-00256	Roof Reconstruction & Interior Repair
2. VI-HRR-00267	Roof Reconstruction & Interior Repair
3. VI-HRR-00335	Roof Reconstruction & Interior Repair
4. VI-HRR-00662	Roof Reconstruction & Interior Repair
5. VI-HRR-01779	Roof Reconstruction & Interior Repair
6. VI-HRR-01871	Roof Reconstruction & Interior Repair
7. VI-HRR-02103	Roof Reconstruction & Interior Repair
8. VI-HRR-02105	Roof Reconstruction & Interior Repair
9. VI-HRR-00391	Reconstruction
10. VI-HRR-00659	Reconstruction
11. VI-HRR-01016	Reconstruction
12. VI-HRR-01882	Reconstruction
13. VI-HRR-02077	Reconstruction
14. VI-HRR-00005	Roof & Interior Repair
15. VI-HRR-00292	Roof & Interior Repair
16. VI-HRR-00313	Roof & Interior Repair

17. VI-HRR-01078	Roof & Interior Repair
18. VI-HRR-01450	Roof & Interior Repair
19. VI-HRR-01452	Roof & Interior Repair
20. VI-HRR-00293	Roof & Interior Repair
21. VI-HRR-01959	Roof & Interior Repair
22. VI-HRR-02065	Roof & Interior Repair
23. VI-HRR-00775	Interior Repair
24. VI-HRR-00884	Interior Repair
25. VI-HRR-00770	Roof Reconstruction
26. VI-HRR-01521	Roof Reconstruction

St. John

Project ID	Construction Type
1. VI-HRR-00417	Reconstruction
2. VI-HRR-00550	Reconstruction
3. VI-HRR-00787	Roof Reconstruction & Interior Repair

4.0 TERMINATION

Either party may terminate the parties’ contract with or without cause with **thirty (30) calendar days** written notice to the other party before the effective date of such termination. The ODR may, by written notice, terminate the Respondent’s services, in whole or in part, for the Respondent's failure to perform its obligations under the parties’ contract. In such an event, the Respondent shall be liable for damages as authorized by law.

5.0 PAYMENT

The contract will be funded, in whole or in part, by CDBG-DR funds. Therefore, funding and payment of the contract will be based on the requirements and availability of the CDBG-DR funds by ODR. The prime Contractor must submit all required documentation for payment to ODR. The contract requires

compliance with federal terms and conditions for federal grants such as CFR200 (*Attachment 2*). Respondents shall provide a description of their experience with such grant requirements. The selected Respondent is responsible for preparing and submitting pay requests for payment and invoice based upon a mutually agreed Schedule of Values (“SOV”).

After the notice to proceed is issued, the contract payment will consist of a mobilization, after which all subsequent payments will be based on work in place. Further, a 10% retainage will be withheld from each payment following the mobilization payment. The selected Respondent shall allow enough time for the ODR to review and process payment requests, which can take an average of four (4) weeks.

Please note that the information requested in the cost proposal may not necessarily reflect the final contract's structure.

6.0 NUMBER OF AWARDS

The Respondent recognizes that at the sole discretion of ODR and based upon the breadth and experience of respondents to this IFB, ODR may decide to award contracts to more than one Respondent pursuant to this IFB. Nothing in this paragraph shall be construed in derogation of ODR’s right, in its sole discretion, to cancel this IFB.

7.0 LIQUIDATED DAMAGES

Should the successful Respondent fail to complete the scope of work according to the terms of the contract, the successful Respondent agrees to pay to the ODR, as liquidated damages, \$500.00 for each calendar day or portion thereof that the successful Respondent fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. To the extent available, the liquidated damages shall first be deducted from any contract monies due but not yet paid to the successful Respondent.

8.0 CONFLICT OF INTEREST

A Respondent submitting a proposal hereby certifies that no officer, agent, or employee of ODR has a pecuniary interest in this bid or has participated in contract negotiations on behalf of ODR; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

A Respondent must also disclose any existing contractual work for the: (i) Territorial Government, whether directly or through a parent company, subsidiary company or associated company, or independent contractor(s) hired by Respondent; and/or (ii) any current contractors/vendors of the Territorial Government or ODR, identify any potential conflict of interest and must certify that Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by Respondent has assisted with preparing this IFB.

9.0 USE OF SUBCONTRACTORS

The ODR shall have a single Prime Contractor, and that Prime Contractor shall be responsible for all deliverables specified in the IFB. This general requirement notwithstanding, Respondents may enter subcontractor arrangements. However, Respondent shall acknowledge in its IFB package total responsibility for the entire contract. If the respondent intends to subcontract for portions of the work, the Respondent shall identify in its bid any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required by the prime Contractor is also required for any subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the contract terms between the prime Contractor and ODR. Unless provided for in the contract with ODR, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of ODR. Additionally, the subcontractor shall not subcontract for any portion of the work they are expected to complete. The prime Contractor shall be responsible for fulfilling all terms of the contract, timing, and payments to subcontractors regardless of funding provided by ODR.

All contractors must have each subcontractor(s) sign Enclosure Document F, Subcontractor Statement, and submit it along with their proposal, affirming the following: *"I have read and understood the IFB, and final version of the proposal submitted by (Contractor)."*

10.0 KEY PERSONNEL

Each proposal shall describe the organizational structure of the proposed team. At a minimum, each proposal shall include:

- a. An organization chart showing the reporting responsibilities and organization of all Key Personnel, other staff to be assigned, and subcontractors.
- b. Key Personnel job descriptions and reporting responsibilities, an identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role.
- c. Curriculum Vitae or resume for all key personnel.

10.1 KEY PERSONNEL REPLACEMENT

Key Personnel are those Contractor personnel considered essential to the contract's performance. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than those of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The ODR reserves the right to re-evaluate the selection of any respondent if one or more key personnel are replaced within the first six months of contract performance and shall be notified in writing of any proposed substitution at least thirty (30) days in advance. Such notification shall include:

- a. An explanation of the circumstances necessitating the substitution.
- b. A complete resume of the proposed substitute.

- c. And any other information requested by VIODR, DPW, and requesting agencies to facilitate evaluating the Contractor's substitution request. VIODR, DPW, and requesting agencies reserve the option of reviewing, re-evaluating, and rescoring the Contractor's response to this solicitation and further reserve the option of invalidating the Contractors' response to this solicitation due to excessive substitutions.

11.0 QUALIFICATIONS

Qualified Respondents must be able to provide residential construction repair, rehabilitation and/or reconstruction services for single-family owner-occupied residential structures. The selected Respondent must be able to adequately demonstrate their experience in their proposal submittal and have extensive experience in private home construction. The Respondent must have the administrative infrastructure to effectively manage and support service delivery and fiscal management processes. Additionally, the Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel, considered key to the project's success.

The Respondent should also have a valid Data Universal Numbering System (DUNS) number and be registered with the System for Award Management (SAM). An award will **not** be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit a hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

11.1 REQUIRED MINIMUM QUALIFICATIONS OF RESPONDENT

The following subsections require minimum qualifications.

- a. Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the Territory when submitting their Proposal to this IFB. Respondents shall attach their license to do business or a copy of their application for a license. Respondents should briefly describe their company, including a brief history, corporate or organizational structure, and number of years in business. If the Respondent is partnering or subcontracting with any other entity, provide the information described above for each such entity.
- b. A Proposal may be rejected at any time during the evaluation process and thereafter if any adverse findings would prevent the Program from selecting the firm or any person or entity associated or partnering with the firm.

Such adverse findings may include but are not limited to, the following:

- Negative findings from the Inspector General, a Federal Inspector General, the U.S. Government Accountability Office, or an Inspector General in another State.
- Pending or unresolved legal action from the U.S. Attorney General or an attorney general in another State or Territory.

- Pending litigation with the USVI or any other State or Territory.
- Suspension or debarment as ineligible of the System for Award Management (SAM);
- Arson conviction or pending case.
- Harassment conviction or pending case.
- Local, State, Federal, or private mortgage arrears, default, or foreclosure proceedings.
- In rem foreclosure.
- Sale of tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal, Territory, State, or locally sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent.
- Past or pending voluntary or involuntary bankruptcy proceedings.
- Conviction for fraud, bribery, or grand larceny by any Principal Respondent.
- Listing on the Federal or State excluded parties' lists.

12.0 BONDING REQUIREMENTS

For construction contracts exceeding \$350,000, a performance bond for 100% of the project cost is required, along with a bid bond of at least 5%. The “bid guarantee” shall consist of a firm commitment accompanying a bid as assurance that the Respondent will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. If the contract cost is less than \$350,000, a performance bond is not required.

12.1 ASSURANCE OF COMPLETION

For construction contracts exceeding \$350,000.00, the selected bidder may be required to furnish an assurance of completion. This assurance may be any one of the following:

1. A performance and payment bond in a penal sum of *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 obligations under such contract.
 - 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 executing the work provided for in the contract.
2. Separate performance and payment bonds, each for *50 percent* or more of the contract price; or
3. A *20 percent* cash escrow; or
4. A *25 percent* irrevocable letter of credit; or
5. A pledged asset(s) that is adequate to protect the interest.

The bonds must be obtained from guarantee or surety companies authorized to do business in the USVI where the work will be performed. Individual sureties shall not be considered. **U.S. Treasury Circular Number 570** lists companies approved to act as sureties on bonds securing Government contracts, the maximum

underwriting limits on each contract bonded, and the State/Territories in which the company is licensed to do business. The use of companies in this circular is mandatory.

13.0 RESPONDENT’S RESPONSIBILITIES

- Bear all costs related to the preparation and submission of the bid package in response to this IFB solicitation.
- Attend the mandatory site visits. Respondents must have attended a site visit to be considered for an award. If a contractor attended the mandatory site visits in April and signed in, it is not required that they attend the site visits again in May.
- Provide a complete “Bid Sheet” with a price guaranteed for ninety (90) calendar days from the submission deadline and thereafter until the firm withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first including the documentation specified in this IFB solicitation.
- Be a duly licensed General Construction Contractor in the USVI and provide proof of a valid USVI Business License.
- Pay all taxes and fees as local and federal statutes require.
****Respondents and sub-contractors to this RFP must pay U.S. Virgin Islands Gross Receipt Taxes (GRT) of 5% for overall earnings that equate to or exceed \$30,000.00.***
- Maintain compliance with all permits issued for the project.
- Obtain and provide a copy of current General Liability Insurance for One Million (\$1,000,000.00) Dollars to cover any claims and damages occasioned by executing the Scope of Work. ○ Provide acceptable workmanship, according to “Industry Standard” in each Trade or for the Scope of Work.
- Contractors must provide a project schedule prior to issuance of a notice to proceed.
- Submit timely approval to the Construction Manager (CM) in writing for items that need review and approval.
- Remedy and repair any defects in materials or workmanship without the expense of the ODR no later than fifteen (15) calendar days after receipt of a written notice of a defect and provide a one-year warranty on such repairs.
- Prepare and submit an application for payment and invoice based upon a mutually agreed SOV.
- The Respondent shall utilize material available at the lumber yard provided by ODR.

14.0 ODR’S RESPONSIBILITIES

- Provide the Respondent with an electronic copy of the Architectural Plans with specifications.
- Provide assistance, as necessary, in obtaining local permits and in dealing with governmental entities.
- Perform weekly construction progress inspections to ensure compliance with the project drawings, specifications, and ODR’s policies and procedures.
- Hold weekly construction meetings and project site visits to maintain coordination of the construction work.

- Review all weekly status reports, drafts, and final project close-out reports before final acceptances.
- Review all invoices, process pay application packages and ensure timely delivery of payments to the Respondent.

15.0 GENERAL FEDERAL GRANT REQUIREMENTS

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars and required federal contract clauses per 2 CFR Part 200 Appendix II. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fees or compensation to contractors.

16.0 STANDARD CLAUSES FOR CONTRACTS WITH ODR

Because the ultimate contract will be between the Respondent and ODR, the contract shall be governed by certain standard ODR terms and conditions. Respondent shall certify that it will adhere to the terms and conditions set forth, and any subsequent changes deemed appropriate by ODR.

17.0 INVITATION FOR BIDS SCHEDULE

The following schedule represents ODR's estimate of the timetable that will be followed in connection with this solicitation:

IFB SCHEULE	DATES AND TIMES (AST)
IFB Release Date	August 19, 2024
Mandatory Virtual Pre-Bid Conference	August 22, 2024 at 2:00 pm
Mandatory Site Visits – St. Croix/St. Thomas/St. John	August 27-29, 2024
Deadline to submit questions	September 2, 2024 by 3:00 pm
Responses to Questions	September 5, 2024
IFB Submission Deadline	September 12, 2024 at 12:00 pm
IFB Bid Opening	September 12, 2024 at 3:00 pm

Please note that the IFB timeline includes target dates and may change. ODR reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. ODR will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this IFB. If the ODR amends this IFB, they will email the addenda to all potential Respondents and post it on the ODR website. The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda.

18.0 ISSUING AND PROCURING OFFICE

This IFB is being issued by the Virgin Islands Office of Disaster Recovery (ODR), a subsidiary division of the Virgin Islands Public Finance Authority ("PFA"), an independent instrumentality of the Government of the United States Virgin Islands, by the issuing office listed below. Please refer all inquiries to:

Virgin Islands Office of Disaster Recovery (ODR)
Virgin Islands Public Finance Authority
ATTN: Adrienne L. Williams-Octalien, Director
14A & 14C Strand Street Frederiksted, St. Croix VI 00840

From the issue date of this IFB until a determination is made regarding the selection of a Respondent, refer all questions concerning this IFB to procurements@usvipfa.com. Please mark the subject line for the email: **“IFB 003-2024-STX/STT/STJ.”**

Any violation of this condition may cause the ODR to reject a Respondent's package. The ODR will NOT be responsible for any oral information given by any employees. Failure to ask questions, request changes, or submit objections shall constitute the acceptance of all terms, conditions, and requirements in this IFB. The issuance of a written addendum by the ODR is the only official method by which interpretation, clarification, or additional information can be given. If the ODR amends this IFB, they will email the addenda to all potential Respondents.

The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda or does not request the IFB directly from the ODR. The potential Respondents are responsible for updating all contact information and contacting the ODR to ensure that they receive all addenda before the submittal of the proposal package. The proposal package will be considered non-responsive if all modifications are not incorporated.

19.0 MANDATORY PRE-BID CONFERENCE AND SITE VISITS

The ODR will conduct a mandatory virtual pre-bid conference on Wednesday, August 22, 2024, at 2:00 p.m. Atlantic Standard Time (“AST”).

Participants may join the meeting virtually via Microsoft Teams by clicking below or entering the Meeting ID and Passcode at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>.

[Join the meeting now](#)

Meeting ID: 252 238 267 18

Passcode: ADLULo

Mandatory site visits are also scheduled from August 27 - August 29, 2024, as stated in Section 17.0 of this solicitation. A schedule and procedures for the mandatory site visits are included in Exhibit F. A CDBG-DR Construction Manager will meet all prospective Respondents at the project site. An attendance sheet will be provided, and all prospective Respondents must complete the attendance sheet to confirm attendance.

It is highly recommended that the prospective Respondent thoroughly review the IFB requirements before the pre-bid conference and site visits. All prospective Respondents are required to attend the pre-bid conference and site visits. The ODR asks that you submit your questions at the conclusion of each day's visits. The final deadline for questions is September 2, 2024 by 3:00 pm.

20.0 DELIVERY OF BID PACKAGES

All responses to this IFB are to be submitted as PDFs by email at **ODR_EBIDS@usvipfa.com** no later than **12:00 p.m. AST on Thursday, September 12, 2024**. All electronic submissions must include the Company's Name – Solicitation Number – Due Date in the email's subject line. For Example, ABC Company, Inc. – IFB-003-2024-STT – September 12, 2024. The first page of each electronic submission must also include the Company's Name – Solicitation Number and Due Date. The email proposal package must be clearly marked. Please note that submissions must be 20 MB or less in size.

Failure to clearly mark each bid package with this information may cause ODR to inadvertently open the bid package before the official closing date and time. The ODR will log all received bid packages with the date and time of receipt. Bids received after the deadline will be considered **LATE** and not open or considered.

The ODR will not consider bid submissions by fax, submissions received after the deadline, or submissions sent to the wrong email address.

21.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

Proposals submitted in response to RFPs may contain trade secrets and/or privileged or confidential commercial (processes and techniques) or financial information (cost breakdown, profit, and indirect cost rates) that the proposer (or his subcontractor) does not want to be used or disclosed for any purpose other than evaluation of the proposal. PFA/ODR assumes no liability for the disclosure or use of unmarked data and may use or disclose such data for any purpose. However, PFA/ODR reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor, or other VI Government agencies for the sole purpose of assisting PFA/ODR in its evaluation of the proposal. PFA/ODR shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Virgin Islands Public Records Act (3 V.I.C. § 881) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public

documents relating to this procurement shall be open to public inspection, but only after contract award. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections of any confidential information must be claimed by the proposer at the time of submission of its Proposal. Proposers should refer to the Virgin Islands Public Records Act for further clarification. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “Confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the VIPFA/ODR shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the VIPF/ODR’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”. If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from VIPFA/ODR. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.” Once it is determined that information is confidential or if a restraining order is issued, only the redacted copy is to be made available for public inspection.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, VIPFA/ODR will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify and hold the VIPFA/ODR harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the VIPFA/ODR to disclose the information. If the owner of the asserted data refuses to indemnify and hold the VIPFA/ODR harmless, it may disclose the information.

22.0 VIRTUAL BID OPENING

The ODR will conduct a virtual Bid Opening at 3:00 p.m. AST on September 12, 2024.

Participants may join the meeting virtually via Microsoft Teams by clicking below or entering the Meeting ID and Passcode at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>.

Join the meeting now

Meeting ID: 295 017 915 416

Passcode: qeBXQT

23.0 FORMAT OF BID PACKAGE

Each Respondent must adhere to the requirements of this section relative to the bid package content and format to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that the bid package follows the sequence and organizational outline described in this section. To be considered for award, the bid package shall meet the following requirements:

- A. IFB Cover Letter – Complete Enclosure Document A.**
- B. Commitment Statement Letter –** The Commitment Statement letter should be on the company’s letterhead with contact information and must be signed by an officer of the organization who is authorized to bind the company contractually to all the commitments made in its submittal. The letter should also include a statement of understanding for the work to be done. It shall be stated that the company will be solely responsible for all aspects of the engagement, including any portion that its subcontractor may perform. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. It should also state that the bid package will remain in effect for a period of ninety (90) calendar days from the submission deadline and thereafter until the firm withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the company has not engaged in any unethical practices within the past five (5) years.
- C. Non-Collusive Affidavit – Complete Enclosure Document B.** The form must be notarized.
- D. Debarment Certification Form – Complete Enclosure Document C.**
- E. Corporate Document Checklist Form – Complete Enclosure Document D and submit your current USVI Business License.** For this section, the Respondent must provide evidence that the company is currently licensed as a General Construction Contractor in the USVI. **The Business License must be relevant to the Scope of Work for this solicitation.**
- F. Respondent’s Qualifications Statement Form – Complete Enclosure Document E.** The Reference Section of the form shall provide a minimum of three (3) references for the most recent, relevant work comparable to the scope requested in this IFB. At a minimum, one of the three (3) references must be for the prime Contractor.

G. Subcontractor Statement – All selected subcontractors must Complete **Enclosure Document F**.

H. Organizational Conflicts of Interest Affidavit – Complete **Enclosure Document G**. The form must be notarized.

I. COST – All bid pricing must be valid for ninety (90) calendar days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.

Exhibit A-STT Bid Sheets

Exhibit A.1-STT Drawings

Exhibit B-STX Bid Sheets

Exhibit B.1-STX Drawings

Exhibit C-STJ Bid Sheets

Exhibit C.1-STJ Drawings

Each respondent must adhere to the requirements of this section relative to the bid package content and format to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their bid package follows the sequence and organizational outline described in this section.

24.0 REQUIRED DOCUMENTS

Respondents must submit the following documents with their proposal:

- A. Letter of Good Standing if Corporation or Certificate of Existence if LLC** - The successful respondent must provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt demonstrating evidence of filing the company's Annual Report from the Office of Lieutenant Governor on June 30th of the current Year will also be acceptable.
- B. Employer Identification Number (EIN)** - The successful Respondent must provide an official copy of their EIN within ten (10) business days of receiving notice of selection.
- C. Unique Entity ID**– Each respondent must submit a valid CAGE number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>

The successful Respondent shall have ten (10) days from the day the notice of selection is received to submit the following documents.

- D. General Liability Insurance** – The successful respondent will be required to obtain, maintain, and provide in place General Liability Insurance in an amount no less than One Million (\$1,000,000.00) Dollars for each occurrence within ten (10) business days of receiving a notice

of selection. The insurance policy shall name the Public Finance Authority as the Certificate Holder and an “Additional Insured” via an endorsement as follows:

**The Public Finance Authority
5033 Kongens Gade, Government Hill
St. Thomas, US Virgin Islands 00802**

- E. Worker’s Compensation** - The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage within ten (10) business days of receiving notice of selection.

Failure to provide the required documents within the stated time periods may result in the bid being deemed non-responsive and may be immediately disqualified, with no further consideration given for the potential awarding of the contract.

25.0 ORAL INTERVIEWS

Respondents may be required to participate in an oral interview. The oral interview will be a panel comprised of selection committee members. Respondents may only ask questions intended to clarify the questions they are being asked to respond to. Each Respondent's time slot for oral interviews will be determined randomly. Respondents who are selected shall make every effort to attend. If representatives of the ODR experience difficulty on the part of any Respondent in scheduling a time for the oral interview, it may result in disqualification from further consideration.

26.0 RIGHT TO REJECT BID PACKAGES

The ODR reserves the right to reject, without prejudice, any and all bids submitted in response to this solicitation. Further, Bids submitted in response to this solicitation become the property of ODR, and ODR may use any idea or concept in a submitted bid, regardless of whether that bid is selected for award.

27.0 CHANGES, ADDENDA, AND WITHDRAWAL

The ODR reserves the right to change the schedule of events or revise any part of the IFB by issuing an addendum to the IFB at any time. Addenda will be posted on the ODR website.

28.0 WITHDRAWAL OF PROPOSAL

A Respondent may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Respondent must be submitted to the IFB Coordinator identified in the IFB.

29.0 COST OF OFFER OR PREPARATION

The ODR shall not be liable for any costs incurred by respondents before issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any

other expenses incurred by the Respondent in responding to this IFB shall be entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the ODR.

30.0 CONTRACT AWARD AND EXECUTION

The ODR reserves the right to enter into a contract(s) based on the initial offers received without further discussing the proposals submitted. The ODR reserves the right to contract for all or a partial list of services offered in the proposals. The ODR reserves the right to negotiate reduced payment terms with the awarded Proposer(s).

31.0 SELECTION PROCESS

The ODR's Evaluation Committee Panel evaluates all Respondents' submittals. The Evaluation Committee Panel will consider the Respondent's qualifications, including but not limited to the following criteria:

- Respondent is duly organized, validly existing, qualified, and licensed to conduct business in the United States Virgin Islands as a General Construction Contractor.
- Lowest responsive, responsible, and reasonable price bid package.

32.0 MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to allow M/WBE firms to participate.

Respondents must document good faith efforts to provide meaningful participation by M/WBE firms. Willful and/or intentional violation of this obligation may result in the imposition of liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future consideration with ODR and monetary payments based on the M/WBE goal shortfall.

33.0 HUD GENERAL PROVISIONS

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as [HUD-Federal-Cross-Cutting- Measures](#). Respondent shall describe experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions outlined in the attachment.

34.0 ORGANIZATIONAL CONFLICTS OF INTEREST

The Offeror shall provide a statement with its offer that describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential conflicts of interest relating to services to be provided under this solicitation. The Offers shall also provide statements with its offer containing the same information for any consultants or subcontractors identified in its proposal that will be providing services under the solicitation. ~~The Offeror shall also provide relevant facts that show~~

~~how its organization would avoid or mitigate any actual or potential organizational conflicts of interest.~~

Based on the information received from the Offeror and any other information solicited or obtained by the Authority during the procurement process, the Contracting Officer may determine that an organizational conflict of interest exists that would warrant disqualifying the Contractor for award of the Contract unless the organizational conflict of interest can be mitigated to the Contracting Officer's satisfaction. If the conflict of interest cannot be mitigated, the Contracting Officer shall determine if it is in the best interest of the Authority to remove the proposal from further consideration.

Nondisclosure or misrepresentation of an actual or potential organizational conflict of interest at the time of the offer or arising as a result of a modification to the Contract may result in termination of the Contract with no expense to the Authority.

35.0 TERMS AND CONDITIONS

This IFB is a request for the submission of proposals but is not itself an offer and shall under no circumstance be construed as an offer.

ODR reserves the right to reject, without prejudice, any and all proposals submitted in response to this solicitation.

ODR reserves the right to modify or withdraw this request at any time.

ODR reserves the right to reject any or all companies or terminate the IFB process at any time if deemed in its best interest.

ODR reserves the right not to award a contract pursuant to the IFB.

Further, proposals submitted in response to this solicitation become the property of the ODR, and the ODR may use any idea or concept in a submitted proposal, regardless of whether that proposal is selected for award.

ENCLOSURES

- **Enclosure Document A IFB Cover Letter**
- **Enclosure Document B Non-Collusive Affidavit**
- **Enclosure Document C Debarment Certification Form**
- **Enclosure Document D Contractor Document Checklist Form**
- **Enclosure Document E Respondent's Qualification Statement Form**
- **Enclosure Document F Subcontractor Indemnification**
- **Enclosure Document G Organizational Conflict of Interest Affidavit**

ATTACHMENTS

- **Attachment 1 HUD Rider**
- **Attachment 2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts**

EXHIBITS

- **Exhibit A - STT Bid Sheets**
- **Exhibit A.1 - STT Drawings**
- **Exhibit B - STX Bid Sheets**
- **Exhibit B.1 - STX Drawings**
- **Exhibit C - STJ Bid Sheets**
- **Exhibit C.1 - STJ Drawings**
- **Exhibit D - Green Building Retro-Fit Checklist**
- **Exhibit E - CDBG-DR Construction Building Standards**
- **Exhibit F - Site Visit Protocol and Schedule**
- **Exhibit G - STT/STJ Lumberyard Inventory List**
- **Exhibit H - STX Lumberyard Inventory List**

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
14A & 14C Strand Street Frederiksted,
St. Croix VI 00840
Phone (340)202-1221



Virgin Islands Public Finance Authority
8000 Nisky Center, Suite 1
St. Thomas, VI 00802
Phone (340)202-1221

Bid Package Checklist
IFB 003-2024-STX-STT-STJ

ADD FORM IN PDF

ENCLOSURE DOCUMENT 23
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
IFB COVER LETTER

RESPONDENT

Name: _____

Address: _____

Tax Identification #: _____

RESPONDENT'S CONTACT PERSON

Name: _____

Title: _____

Telephone: _____

SCHEDULE OF ADDENDA

(I) or (We) acknowledge receipt of the Addenda to the IFB Package hereinafter named, for the project(s) included in this IFB and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number _____

Date _____

Addendum Number _____

Date _____

Addendum Number _____

Date _____

Addendum Number _____

Date _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____

ENCLOSURE DOCUMENT B
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

That he/she is _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or proposal cost, that such proposal/bid or proposal cost/bid cost is genuine and not collusive or sham; that said proponent has not colluded, conspired, connived or agreed directly or indirectly, with any proponent or person, to put in a sham proposal cost or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the proposal cost of the affinity or of any other proponent, or to fix any overhead, profit or cost element of said cost proposal, or of that of any other proponent, or to secure any advantage against the Virgin Islands Housing Finance Authority or any person interested in the proposed contract; and that all statements in said proposal or cost proposal are true.

(Name of Respondent, if the Respondent is a Corporation)

(Name of Respondent, if the Respondent is a Limited Liability Corporation)

(Name of the Respondent, if the Respondent is a Sole Proprietor)

Subscribed and sworn to before me on the Island of _____, this _____ day of _____, 2024, by _____ of legal age, _____ and personally known to me.

(Trade or Corporation)

ENCLOSURE DOCUMENT C
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

- (1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or with any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The ODR may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative:

Signature

Date

Subscribed and sworn to before me on the Island of _____, this _____ day of _____, 2024, by _____ of legal age, _____ and personally, known to me.

(Trade or Corporation)

ENCLOSURE DOCUMENT D
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
CONTRACTOR DOCUMENT CHECKLIST

Name of Respondent: _____

Contact Person: _____

Telephone Number: Office _____ Mobile _____

1. _____ Respondent Corporate Documents

_____ **Corporation** _____ Copy of Articles of Incorporation & By Laws
_____ Letter of Good Standing from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.

_____ **LLC** _____ Copy of Articles of Organization
_____ Copy of Operating Agreement
_____ Certificate of Existence from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.

_____ **Sole Proprietor** _____ Copy of Trade Name Certificate

2. _____ Current Business License Expiration date: ___/___/20___
Type of business license: _____

3. _____ Employer Identification Number (EIN)/Social Security Number (SSN): _____

4. _____ DUNS # _____ SAMS # _____

5. _____ Insurance Binder Expiration date: ___/___/20___
Type of Insurance: _____ General Liability _____ Automobile _____ Errors and Omissions

6. _____ Workers Compensation Insurance Expiration date: ___/___/20___

-----**For ODR use only**-----

1. _____ Proposed Scope of Work EBID# _____ RFP# _____ RFQ# _____ IFB# _____

2. _____ Bids _____ Proposals _____ Signed Evaluation Spreadsheet _____ Recommendation

3. _____ Request for approval from Legal Counsel and Executive Director.

Legal Counsel: _____

Date approved: ___/___/20

Adrienne Williams-Octalien, Executive Director: _____

Date approved: ___/___/20

Date submitted to BOD for Contract Approval: ___/___/20

Suggested # of Days in Contract _____

Mobilization/Payment Terms: _____

Outstanding Issues: _____

ENCLOSURE DOCUMENT E

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY RESPONDENT'S QUALIFICATION STATEMENT

Name of License Holder: _____

Name of Company/DBA (if any): _____

Legal Status: (check one) Corporation LLC Sole Proprietorship Partnership

Business Location (office): _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Website address (if any): _____

Do you have a current USVI Business License? Yes No

Number of Years licensed to conduct business in the USVI _____

Type of License(s) _____

Number of Scope Development Services completed in the last 5 Years _____, Average value of these Contracts
\$ _____

Do you have plan to use Subcontractors? Yes No If yes, company _____

Have you ever failed to complete a project, been fired, sued by one of your clients and/or found in default of contract terms? Yes
No

If yes, explain on another sheet, if a Performance Bond or other means were used to resolve the issue and the circumstances and the outcome.

Are there or have there been any Claims, Arbitration, Judgments or Liens against you? Yes

No If yes, explain on another sheet, the circumstances and outcome.

List three non-ODR references that can be contacted for their input concerning your abilities:

1) Client Name _____ Contact Number _____

2) Client Name _____ Contact Number _____

3) Client Name _____ Contact Number _____

List your current Projects under Contract (Project Title or Clients Name), Value (Contract Value) and Percentage of Completion:

1) Client Name _____ Value: _____ % _____

2) Client Name _____ Value: _____ % _____

3) Client Name _____ Value: _____ % _____

(If you have more contracts, please list on a separate sheet)

Respondent shall certify that the above information is true and shall grant permission to the ODR to contact the above-named person or otherwise verify the information.

ENCLOSURE DOCUMENT F
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
SUBCONTRACTOR INDEMNIFICATION

I have read and understand the IFB, and the final version of the proposal submitted
by _____.

Print Name: _____

Subcontractor Company Name: _____

Title: _____

Signature: _____

Date: _____

ENCLOSURE DOCUMENT G
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
ORGANIZATIONAL CONFLICTS OF INTEREST

_____, being first duly sworn, deposes and says:

That he/she is _____ (a partner or officer of the firm of, etc.)
the party making the foregoing proposal or proposal cost that;

no known organizational conflict of interest(s) exists that would warrant disqualification as described in Section 34.0: Organizational Conflict of Interest.

conflict of interest(s) do exist, and a letter describing those facts is attached as described in Section 34.0: Organizational Conflict of Interest.

(Name of Respondent, if the Respondent is a Corporation)

(Name of Respondent, if the Respondent is a Limited Liability Corporation)

(Name of the Respondent, if the Respondent is a Sole Proprietor)

Subscribed and sworn to before me on the Island of _____, this _____ day of
_____, 2024, by _____ of legal age,
_____ and personally known to me.

(Trade or Corporation)

Attachment 1

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.

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 the 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:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 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.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- 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 with 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:

- Placing unreasonable requirements on firms in order for them to qualify to do business,
- Requiring unnecessary experience and excessive bonding,
- Noncompetitive pricing practices between firms or between affiliated companies,
- Noncompetitive awards to consultants that are on retainer contracts,
- Organizational conflicts of interest,
- 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
- 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 (29C.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 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.

- 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:
 - Recruitment, advertising, and job application procedures.
 - Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - Rates of pay or any other form of compensation and changes in compensation.
 - Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - Leaves of absence, sick leave, or any other leave.
 - Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor.
 - Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - Activities sponsored by the contractor include social or recreational programs, and any other term, condition, or privilege of employment.
- The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 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.
- 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).
- 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.

- 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:

- 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.
- The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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 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.

- 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.
- 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.
- 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:

- 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.
- 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.
- 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 the 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:

- *A bid guarantee from each bidder is 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.
- *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.

- 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)

- 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.
- The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implements 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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 nonfederal 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 must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. **Environmental Review**

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

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

36. **Lead Based Paint**

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

37. Environmental Review Record

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

38. Flood Insurance Requirements

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

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBGDR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

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

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

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

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible

activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

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

44. Property Management and Distribution

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

45. Limited English Proficiency

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

46. Personally Identifiable Information

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

47. Uniform Relocation Act

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

48. **Residential anti-displacement and relocation assistance plan.**

Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325.

- **Certification**

- 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.

- 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.

- **Plan contents**

- 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.

- The plan shall provide for relocation assistance in accordance with [§ 42.350](#).

- 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.

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.

Attachment 2

2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [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 the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [1 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See [§ 200.322](#) Procurement of recovered materials.

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
14A & 14C Strand Street
Frederiksted, St. Croix VI 00840
Phone (340)202-1221



Virgin Islands Public Finance Authority
5033 Kongens Gade, Government Hill
St. Thomas, VI 00802
Phone (340)202-1221

VIRGIN ISLANDS PUBLIC FINANCE AUTHORITY/OFFICE OF DISASTER RECOVERY

ADDENDUM NO. 1

Invitations for Bids

EnVIsion HRRP General Construction Services

IFB 003-2024-STX/STT/STJ

This addendum consists of five (5) letter-size pages (8.5 x 11).

Addendum No. 1 is hereby made part of the IFB 003-2024-STX/STT/STJ for EnVIsion HRRP General Construction Services. The addendum consists of **Attachment A: Amended St. Thomas Site Visit Schedule**

Addendum No. 1
IFB 003-2024-STX/STT/STJ
EnVIision HRRP General Construction Services

Attachment A:

Amended St. Thomas Site Visit Schedule



Exhibit F.2: St. Thomas Site Visit Schedule

Day 1: Tuesday, August 27, 2024

Group 1: CM David Dennis / Samuel Nieves

Group 2: CM Fitzgerald Grell / Kenneth Turnbull

Rally Point arrival: 8:40am (20 minutes before scheduled site visit)

Rally Point departure: 8:50am (10 minutes before scheduled site visit)

Date	Time	APP ID	Site Address	Construction Mgr.	Rally Contact #	Rally point address
8/27/2024	9:00 AM	VI-HRR-01882	Bonne Esperance 2-7	David Dennis	340-209-9913	Brewers Bay
	10:00 AM	VI-HRR-02077	Caret Bay 7AA-1 Northside Qtr.	David Dennis	340-209-9913	Botanical Gardens, WGod Intersection off Crown Mountain Rd.
	11:00 AM	VI-HRR-01779	Altona and Welgunst 172	Samuel Nieves	340-209-9915	Emile Griffith Ballpark
	1:00 PM	VI-HRR-00293	Agnes Fancy 79 & 79A Queens Qtr.	Samuel Nieves	340-209-9915	Emile Griffith Ballpark
	2:00 PM	VI-HRR-02103	1 Temple Street	David Dennis	340-209-9913	Emile Griffith Ballpark
9:00 AM	VI-HRR-00391	15-2 Est. Bonne Resolution	Fitzgerald Grell	340-209-7380	Four Corners	
10:00 AM	VI-HRR-01959	2A Ross Kings Qtr.	Fitzgerald Grell	340-209-7380	Barbel Plaza	
11:00 AM	VI-HRR-01452	Est. Wintberg 224 GT. Northside	Fitzgerald Grell	340-209-7380	Four Winds Plaza	
2:00 PM	VI-HRR-02065	Annas Retreat 146-85 New Qtr.	Kenneth Turnbull	340-209-9924	Four Winds Plaza	
3:00 PM	VI-HRR-02105	27-J Bolongo Bay Frenchman Bay Qtr.	Fitzgerald Grell	340-209-7380	Left side of Food Center	



Exhibit F.2: St. Thomas Site Visit Schedule

Day 2: Wednesday, August 28, 2024

Group 1: CM David Dennis / Samuel Nieves

Group 2: CM Fitzgerald Grell / Kenneth Turnbull

Rally Point arrival: 8:40 AM (20 minutes before scheduled site visit)

Rally Point departure: 8:50 AM (10 minutes before scheduled site visit)

Date	Time	APP ID	Site Address	Construction Mgr.	Rally Contact #	Rally point address
8/28/2024	9:00 AM	VI-HRR-01871	Annas Retreat 231 New Qtr.	Samuel Nieves	340-209-9915	Four Winds Plaza
	10:00 AM	VI-HRR-00662	Annas Retreat 394-118	Samuel Nieves	340-209-9915	Four Winds Plaza
	11:00 AM	VI-HRR-01016	Wintberg 364	David Dennis	340-209-9913	Four Winds Plaza
	1:00 PM	VI-HRR-00659	Tabor & Harmony 4-36	David Dennis	340-209-9913	Four Winds Plaza
	2:00 PM	VI-HRR-01521	Annas Retreat 173C-55	Samuel Nieves	340-209-9915	Four Winds Plaza
	9:00 AM	VI-HRR-01078	Annas Retreat 148-228	Kenneth Turnbull	340-209-9924	Four Winds Plaza
	10:00 AM	VI-HRR-00335	Nazareth 2W-32 Est.	Kenneth Turnbull	340-209-9924	Left side of Food Center
	11:00 AM	VI-HRR-00770	Nazareth F-6, of Tract1	Fitzgerald Grell	340-209-7380	Left side of Food Center
	1:00 PM	VI-HRR-00884	Frydenhoj 1-45	Fitzgerald Grell	340-209-7380	Left side of Food Center
	2:00 PM	VI-HRR-00313	Mariendahl 2B-29	Fitzgerald Grell	340-209-7380	Left side of Food Center



Exhibit F.2: St. Thomas Site Visit Schedule

Day 3: Thursday, August 29, 2024

Group 1: CM Samuel Nieves / Fitzgerald Grell

Rally Point arrival: 8:40 AM (20 minutes before scheduled site visit)

Rally Point departure: 8:50 AM (10 minutes before scheduled site visit)

Date	Time	APP ID	Site Address	Construction Mgr.	Rally Contact #	Rally point address
8/29/2024	9:00 AM	VI-HRR-00005	Annas Retreat 394-124	Fitzgerald Grell	340-209-9913	Four Winds Plaza
	11:00 AM	VI-HRR-00775	Annas Retreat 146-108 Est.	Samuel Nieves	340-209-9924	Four Winds
	1:00 PM	VI-HRR-00267	Frydenhoj 41-5-73	Samuel Nieves	340-209-9924	Left side of Food Center
	2:00 PM	VI-HRR-00256	Smith Bay 4 HA	Fitzgerald Grell	340-209-9913	Four Winds
	3:00 PM	VI-HRR-01450	Smith Bay 4D REM	Fitzgerald Grell	340-209-9913	Four Winds

It is highly recommended that questions be submitted at the end of each day.

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
14A & 14C Strand Street
Frederiksted, St. Croix VI 00840
Phone (340)202-1221



Virgin Islands Public Finance Authority
5033 Kongens Gade, Government Hill
St. Thomas, VI 00802
Phone (340)202-1221

VIRGIN ISLANDS PUBLIC FINANCE AUTHORITY/OFFICE OF DISASTER RECOVERY

ADDENDUM NO. 2

Invitations for Bids

EnVIsion HRRP General Construction Services

IFB 003-2024-STX/STT/STJ

This addendum consists of seven (7) letter-size pages (8.5 x 11).

Addendum No. 2 is hereby made part of the IFB 003-2024-STX/STT/STJ for EnVIsion HRRP General Construction Services. The addendum consists of **Attachment A: Responses to Questions** and **Attachment B: Pre-Bid Meeting Attendance Record – August 22, 2024**

Addendum No. 2
IFB 003-2024-STX/STT/STJ
EnVIision HRRP General Construction Services

Attachment A:
Responses to Questions

1. Can you please provide the plan for VI-HRR-01882. The bid sheet was in the package not the plan/blueprints.

Answer: VI-HRR-01882 is being removed from this solicitation.

2. Will the IFB be awarded to numerous contractors?

Answer: Yes, based on the lowest responsive bid for each home.

3. Can you provide a list of suppliers for finishes to supplied by contractors? For example, specified kitchen cabinets.

Answer: No.

4. Can you please provide more clarity on bonding for multiple houses?

Answer: Bonding is assessed per home/project. If the bid exceeds \$350,000 a bond is required for that home/project.

Addendum No. 2
IFB 003-2024-STX/STT/STJ
EnVIision HRRP General Construction Services

Attachment B:

***Pre-Bid Meeting Attendance Record
August 22, 2024***

Participants	
1	Cutting Edge Construction, Inc Attlee Connor 340-725-8101 info@cecincvi.net
2	DS&R Construction, LLC Kerwyn Augustin
3	SF General Maintenance Services, LLC Sinclair Flemming sinclair3360@yahoo.com
4	Heights Construction, LLC E. Swanston heightsconstruction@yahoo.com
5	Custom Builders Jessica Hornsby Mike Finley 340-775-2605 Jessica.hornsby@custombuildersvi.com Mike.finley@custombuildersvi.com
6	Kobaz Enterprises, LLC Randy
7	Lightning Construction, LLC Xavier Acevedo 340-713-8200 340-244-4917 zefothomas@yahoo.com lightningconstructionl@gmail.com
8	DSW Homes, LLC Devon Littlefield Paul Judson info@dswhomes.com paul.judson@dswhomes.com
9	RUMINA Construction, LLC Franklyn Victor Fvmaint@hotmail.com
10	AshBritt Inc Sean Robinett Erika Morales Housing@ashbritt.com
11	FJM Contractors Group, LLC Melissa Aponte www.fjmcontractorsgroup.com info@fjmcontractorsgroup.com
12	REICH, LLC Darnell Esannason desannason@reichbrow.com

13	Performance Construction Alvin Williams alvin@performance-construction.com
14	FR Maintenance & Construction Francis Romain fr.mc039@gmail.com
15	Charo Management LLC John M. Green charomancon@gmail.com
16	Paris Construction, Inc. Nachabel Quinones parisconstructioninc@yahoo.com
17	Calibre Builders & Restoration, LLC
18	Mence Construction, LLC Reynold Phillip
19	King Glen Construction Glen Hodge 678-296-7077 470-451-9411 glenroyhodge@yahoo.com
20	G&B Services, LLC Navetta Webster
21	Bobby B. Construction Robert Burke bobbyconstructionstx@gmail.com
22	MCE Contracting Rasheed McCleverty 340-998-5045 mcecontracting340@gmail.com
23	EMJ Enterprises, LLC 340-332-1475 emj_enterprises08@hotmail.com
24	Mile High Maintenance & Repair LLC Alicia Barnes Gustav James, P.E. 340-474-0727 milehigh@rittenhouseconsultingllc.com
25	Tristar Development, LLC admin@tristard.com
26	G and F Carpentry and Painting Contractor Youville George 340-513-1422 mckenconstruction@gmail.com
27	RMH Construction, LLC 340-690-3611 ralphymh@yahoo.com
28	Brothers Construction, Inc Errol Cromwell

Addendum No. 2
IFB 003-2024-STX/STT/STJ
EnVIision HRRP General Construction Services

29	OPAC Construction, LLC Freddy Perez
30	Kit MacAvoy
31	Matthias Claxton Matthias.claxton877@stu.vide.vi
32	Sherry Barnes sbarnes@j5strategies.com
33	Tessa
34	Miranda Construction Jeffrey Miranda
35	Steven Thibou
36	Dion Construction Dionisio Lorenzo



Office of Disaster Recovery
 14A & 14C Strand Street | Frederiksted, VI 00840
 5033 Kongens Gade, Government Hill | St. Thomas, VI 00802
 COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR)



DURATION OF PROJECT: 10-12 Months
COMPANY NAME: Mence Construction, LLC
PHONE: 340-690-1057
EMAIL: Mencerevpeter@gmail.com

NAME: Reynold Phillip
TITLE: President
RFB#: 003-2024-STX/STT/STJ (VI-HRR-01170)
DATE: September 11, 2024

VI-HRR-01170

PROPERTY DESCRIPTION

The owners were present for the inspection. The applicants are currently living in the home. The house is a single-story site built, CMU exterior walls and sheet rock interior walls in most areas. The roof is wood sheathing Hypalon with sub facia for built in gutters. The weather head is already on a monument. The plumbing consists of a cistern and a septic tank.

SCOPE

Repairs needed according to the Project Manager are as follows:

Demo roof plywood and add new wood sheathing, ice and water shield. Purlins and metal sheathing. Replace EP. Replace exterior doors. Two metal straps for propane tanks needed. Replace ceiling fans, smoke detectors and electrical GFCIs, switches/outlets. Retain all ceiling and wall mount lights for replacement.

Replace the bathrooms showers to an ADA shower. Clean, repair and refill cistern. Replace all interior bedroom doors, bed 3 and the master bed closets, the laundry door and both bath doors. Install shutters.

Replace front porch tiles and base baseboard. Replace bathrooms wall tiles in bath 2. Install kitchen wall tiles. Chip, repair and plaster cracks. Paint ceiling, interior and exterior walls. Demo and replace timber handrails and posts. Mold remediation maybe needed for the laundry wall at bath 1 leaks.

PRIORITY OF REPAIRS (PROJECT MANAGER)

When insufficient funds are available to complete the entire scope of work described in this Estimated Cost of Repair (ECR), the generalized prioritization of storm related repairs for this property is first the restoration of the weatherproof integrity of the structure, followed by the restoration of the structure's security, plumbing system, electrical system, HVAC system, thermal components, completion of the interior, and then any other remaining repairs. The determination to proceed with partial repairs will require additional coordination between the Construction Manager and Contractor to identify repairs that should be performed with available funds.

ENVIRONMENTAL NOTE(S)

Homes are assumed to have mold. Contractors are tasked with completing a mold inspection of the property. If mold is identified pictures should be taken to document the presence of mold. Contractors are then asked to clean surfaces identified with mold contamination. Clean-up should follow EPA guidelines which can be found on EPA's website. Pictures should be taken after to document mold clean-up.

DIV ID	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
02.30	Division 02.30 - Geotechnical Investigations				
02.40	Division 02.40 - Demolition (Prices include)				
02.41	Demolition of Building Elements				
02.41.01A	Demolition of Floor Tile	3			
02.41.01B	Demolition of Wall Tile	3	SF	5	1,260.00
02.41.05B	Removal of Doors	1	SF	5	300.00
02.41.06	Removal of Roofing	1	EA	100	1,400.00
02.41.08	Removal of Bathroom Cabinetry/Fixtures	1	SF	15	27,479.25
02.41.11	Removal of Railings and Posts	2	EA	150	300.00
02.41.11	Removal of Railings and Posts	3	LF	5	549.00
02.87	Biohazard Remediation				
02.87.01	Mold Remediation	3	LS	3,000	3,000.00
31.00	Division 31.00 - Site Clearing, Earthwork &				
31.01	Site Clearing				
31.02	Earthwork				
31.03	Excavation for Foundations and Bases				
03.00	Division 03.00 - Concrete				

Virgin Islands Housing Finance Authority-CDBG-DR Green Building Retrofit Checklist

The VIHFA-CDBG-DR Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit (rehabilitation) projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

NOTE: Historic averages for high and low temperatures by month in the USVI, coupled with the fact that there is no need for space heating equipment, should be sufficient evidence for exemption from typical Green requirements for building envelope insulation, air sealing and ventilation. This source provides a simple format for displaying average high and low temperatures by month. <http://www.intellicast.com/Local/History.aspx?location=USVI9994>

WATER AND ENERGY CONSERVATION MEASURES

- Water-Conserving Fixtures**
Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]
Note: Toilets with 1.60 gfp are readily available in the Islands, 1.28 gpf are not readily available.
- ENERGY STAR Appliances**
Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.
- Domestic Hot Water Systems**

When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.
- Efficient Lighting: Interior Units**
Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.
- Efficient Lighting: Common Areas and Emergency Lighting** (if applicable to building type)
Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; **OR** when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.

- Efficient Lighting: Exterior**
Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY

- Clothes Dryer Exhaust**
Vent clothes dryers directly to the outdoors using rigid-type duct work.
- Mold Inspection and Remediation**
Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.
- Mold Prevention: Water Heaters**
Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.
- Mold Prevention: Surfaces**
When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.
- Mold Prevention: Tub and Shower Enclosures**
When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.
- Integrated Pest Management**
Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]
- Lead-Safe Work Practices**
For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

CDBG-DR Program – Territory of the U.S. Virgin Islands Construction Standards

The Territory's CDBG-DR Program activities entail both new construction and rehabilitation. The Virgin Islands Housing Finance Authority, in its capacity, as the administrator of the CDBG-DR Program for the Territory, has established the following construction standards. These standards shall apply to all projects which include CDBG-DR funding.

New Construction – For projects which entail new construction, VIHFA has adopted its Affordable Housing Development Guidelines as the standard. The Affordable Housing Development Guidelines incorporate the local building code which is based on the International Residential Code. Where necessary, new construction projects must also meet the International Energy Conservation Code (IECC). This is essentially identical to the code requirements for new construction in the U.S. Virgin Islands, as required by the CDBG-DR Program's Final Rule. (See <https://www.energycodes.gov/adoption/states/us-virgin-islands> for reference.). Additional standards include applicable handicap accessibility requirements, where necessary. New construction rental housing projects must also meet site and neighborhood standards as defined at 24 CFR 893.6(b).

VIHFA has also chosen to adopt the Energy Star new construction guidelines, modified to reflect the Virgin Islands' tropical climate and the agency's experience with constructing housing that will withstand hurricanes and tropical storms.

Rehabilitation – Projects which entail substantial rehabilitation as defined below are required to meet the same standards as new construction. For projects which entail acquisition with rehabilitation and rehabilitation only, VIHFA has adopted written rehabilitation standards as described in the Green Building Retrofit Checklist. VIHFA's written rehabilitation standard will be based on current local building code, to the greatest extent feasible. Rehabilitation projects are also required to meet handicap accessibility requirements, to the greatest extent feasible, where necessary – i.e., where the assisted household includes an elderly or physically challenged household member. VIHFA has also chosen to adopt the Energy Star standard with respect to equipment such as water heaters.

Acquisition Only – Projects which entail acquisition without rehabilitation are required to meet the National Electric Code and the International Residential Code with respect to plumbing only. (IRC Section VII).

In addition to the standards outlined above, VIHFA has established a list of certain amenities which will not be permitted in CDBG-DR -assisted housing. The list is attached hereto as Appendix A.

¹ The recently instituted International Residential Code is published by the International Code Council. This comprehensive, stand-alone residential construction code establishes minimum regulations for one- and two- family dwellings and townhouses using prescriptive provisions. Additionally, the International Residential Code is designed to be compatible with the BOCA National Codes published by Building Officials and Code Administrators International (BOCA), the Standard Codes published by the Southern Building Code Congress International (SBCCI), the Uniform Codes published by the International Conference of Building Officials (ICBO), and all the International Codes published by the International Code Council (ICC).

New Construction Standards

The Virgin Islands has determined that it is appropriate to utilize a modified Green Building Standard for new construction of one & two-family homes (1-2 units) and small rental properties (3-20 units).

Historic averages for high and low temperatures by month in the USVI, coupled with the fact that there is no need for space heating or cooling equipment, dictates modifications from typical Green Building requirements for building envelope insulation, air sealing, and ventilation.

Monthly Averages & Records - °F °C						
Date	Average Low	Average High	Record Low	Record High	Average Precipitation	Average Snow
January	72°	85°	63° (1996)	93° (1996)	2.38"	0"
February	73°	85°	62° (1972)	93° (1996)	1.48"	0"
March	73°	86°	56° (1972)	94° (1994)	1.42"	0"
April	74°	87°	62° (2001)	96° (1996)	2.74"	0"
May	76°	88°	66° (1974)	97° (1996)	3.06"	0"
June	78°	89°	67° (1972)	99° (1996)	2.53"	0"
July	78°	90°	57° (1999)	98° (1994)	2.85"	0"
August	78°	90°	59° (1999)	99° (1994)	3.74"	0"
September	78°	90°	64° (1972)	98° (1993)	5.58"	0"
October	77°	89°	66° (2007)	97° (1994)	5.42"	0"
November	75°	87°	52° (1999)	95° (1995)	5.23"	0"
December	74°	86°	62° (1972)	92° (1995)	2.96"	0"

The Virgin Islands does not appear to fall within the EPA’s Radon Zone 1 or 2, although there is very little information available on EPA’s Region 2 website related to the prevalence of radon in the U.S. Virgin Islands.

Program aim: Creation of resilient, energy efficient affordable housing stock

Population served: CDBG-DR-eligible income households throughout the jurisdiction

Project types: Single-family rehabilitation (1-4-unit dwellings)

Products: Low-interest loans, grants, loan/grant combinations

The VIHFA Green Building Standards for New Construction are intended to promote energy efficiency and green building practices for residential new construction projects. The Virgin Islands will follow the Green Building standards and apply all measures noted below to the extent applicable to the particular building type being constructed. ¹

Permits All reconstruction projects shall require Building, Electrical, and/or Plumbing permits, as required by Virgin Islands law.

¹ Note: Historic averages for high and low temperatures by month in the USVI, coupled with the fact that there is no need for space heating equipment, should be sufficient evidence for exemption from typical Green requirements for building envelope insulation, air sealing and ventilation. This source provides a simple format for displaying average high and low temperatures by month. <http://www.intellicast.com/Local/History.aspx?location=USVI9994>

Plans	Architectural drawings shall be required. Drawings shall be prepared by a licensed draftsman, architect, or engineer.
Building Systems	<p>Acceptable building systems are as follows:</p> <ul style="list-style-type: none"> a) Reinforced concrete and/or concrete block throughout b) Reinforced concrete and/or concrete block exterior with frame interior c) Steel frame with masonry exterior d) Steel frame with lath and plaster exterior or other composite material that may be approved by VIHFA e) Other structural types that may be approved by VIHFA on a case-by-case basis
Walls	<p>Exterior walls shall be of concrete masonry units (i.e., blocks), reinforced concrete, or other structural materials that may be approved by VIHFA on a case-by-case basis.</p> <p>Maximum exterior wall height shall not exceed nine (9) feet.</p>
Wall finishes	<p>Exterior wall finish shall be cement plaster, stucco, wood shiplap boards or other structural materials that may be approved by VIHFA on a case-by-case basis. Workmanship shall be flawless – leaving an even and neat finish.</p> <p>Interior wall finish shall be of cement plaster or gypsum wallboard. Ceramic tiles or prefabricated fiberglass shall be provided at showers, tubs, bathroom and laundry plumbing walls). When constructing tub and/or shower enclosures, use non-paper-faced backing materials such as, concrete blocks, 5/8" treated plywood, fiber cement board, or equivalent in bathrooms. Kitchen sink area shall have a 4" ht. min. backsplash of ceramic tiles and a double seal must be provided to prevent water penetration. This shall be accomplished by sealing the backsplash to the countertop and then utilizing a waterproof caulking on the face, filling any gaps, and leaving a slightly coved, even and neat finish.</p>
Cistern	<p>The supply of clean water that is suitable for consumption and other household uses is of paramount importance. The interior of the cistern should be waterproof using a minimum of two (2) coats of thorseal or and approved equal product. Once the cistern has properly cured, it should be filled with 3,000 gallons of potable water.</p> <p>The cistern access should be sanitary-sealed.</p>
Roof	<p>Roofs should be constructed of wood-frame, engineered wood and/or metal truss, steel or concrete. Structural members should be of size and type as prescribed by current building code. Roof finish shall be corrugated metal, plywood, or concrete.</p> <p>Wood-frame and engineered wood and/or metal truss roofs shall have roof sheathing (5/8" plywood), tar paper and purlins prior to the installation of the corrugated metal. Composite wood products are not used in federally-assisted housing in the Virgin Islands. All cut lumber/sheathing shall be pressure treated Southern Pine/ Douglas Fir No.1&2.</p>

Plywood and concrete roofs should be waterproofed with sealant products such as neoprene-Hypalon, or products of equal quality.

Roofs should have a minimum slope of 3:12 pitch. The maximum roof pitch should be 5:12, except in historical district where higher pitch may be required by Historical Preservation guidelines.

All roofs shall have sufficient guttering and downspouts leading water directly to cistern.

Windows New installation windows shall be required to meet current code (rated to 145 mph wind resistance). This may include impact resistant glazing or metal shutters. A fire egress window shall be provided in each bedroom that does not have a door to the exterior. All windows shall have screens in good condition. Most homes utilize jalousie windows and ceiling fans to promote air circulation. Air conditioners are not usually installed in federally-assisted housing due to the high cost of energy on the Islands.

Electrical Each living area within the unit shall have working outlets and light fixtures and shall be free from electrical hazards. At minimum, the dwelling shall meet the current National Electric Code (NEC) standards.

Interior Lighting ENERGY STAR Advanced Lighting Package (ALP) will be installed; or the project will follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; or when installing new fixtures and ceiling fans, must meet or exceed ENERGY STAR efficiency levels.

Plumbing Kitchen and all bathrooms shall have hot and cold running water. At minimum, dwelling shall meet the International Residential Code (Section VII). Water conserving fixtures will be installed, using the following specifications: Toilets-- 1.6 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]

Pump/Water Heater Dwelling unit shall have a water pump, tank, and heater. Pump shall have a standard 30-gallon pressure tank. Water heater shall be electric with a minimum capacity of 20 gallons. Upon installation, the water heater shall be set within the range of 100 to 110 degrees Fahrenheit. Pump, tank, and heater shall be securely enclosed to prevent theft or vandalism and exposure to weather elements. When installing domestic water heating system(s), the system(s) shall meet or exceed the efficiency requirements of the ENERGY STAR for Homes' Reference Design. Pipes will be insulated by at least R-4. Solar Water heaters may be installed if economically feasible. Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling to prevent mold.

Floor Finish With new construction, ceramic flooring tiles are used due to the hard protective layer that makes this type of flooring impervious to water and most stains, and

naturally resistant to the ravages of high humidity conditions. Contractor shall be required to provide one (1) box of tile for owner upon completion.

Cabinets Kitchen must have a reasonable space for storage and preparation of food. Kitchen cabinets should be sound; doors and drawers should be in place. Countertops should have laminate covering. When constructing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces. New installation cabinets shall be commercial or custom-made with hinged doors. Cabinets shall be of luan, edai, or Philippine mahogany plywood faced and edge-banded with plastic laminate. Kitchen cabinets shall be affixed to the wall with the appropriate number and type of properly-sized screws (wood screws for frame walls and tapcon for concrete/masonry walls).

Doors/Locks All main entry doorways shall be at least 3'0" in width. Interior room doorways shall be at least 2'8" in width; however, where construction includes handicap accessibility modifications, interior room doorway widths shall be no less than 3'0 (36").

New installation exterior doors shall be 1 3/4" flush solid core or paneled; doors shall be painted with a minimum of two (2) coats of paint or clear finish on all edges and surfaces. Exterior doors at each entrance to the dwelling shall require a dead bolt lock with a minimum 1-inch throw and an entry lockset, preferably keyed alike.

Weatherproofing (This section reserved).

Entrances All entries (front, side, and rear) must have some overhead coverage to ensure that no weather hits directly onto the entry door. In cases where this is not possible, or would be too costly, then partial coverage and protection will be acceptable as long as the doors which are exposed to the prevailing winds are properly protected from wind-driven rain entering the dwelling. This can also be achieved by recessing the entry door inwardly a minimum of 24".

Stairs/Railings Entrances should have appropriately sized exterior platforms/landings. Ideally, stairway risers shall be even in height and shall not exceed eight (8) inches. Stairways having three (3) or more risers should have a handrail of 30- 34 inches in height on at least one side of the stairway. All stairs shall have a non-slip finish.

Handrails should have intermediate rails or ornamental closures (e.g., balusters, pickets, or solid walls) which would prevent passage of an object that is 4" (102 mm.) or more in diameter, shall not be conducive to climbing, and shall be a minimum of 36" high on horizontal planes.

Paint Where scope of work entails painting, a minimum of two (2) coats in addition to the appropriate type of primer coat shall be applied. All surfaces to be painted shall be properly prepared to receive finish coats. Exterior paint shall be oil or acrylic latex; interior paint shall be semi-gloss washable enamels in kitchens and baths, satin or flat finish elsewhere.

Burglar Bars Bars at egress windows must be located inside with easy-open latch.

Fire Protection

Living units shall have some provisions for safe egress in the event of fire. Smoke detectors shall be provided in the hallways and all bedrooms. Smoke detectors shall be hard-wired with battery-back-up. A fire egress window shall be provided in each bedroom that does not have a door to the exterior.

Lighting for Common Areas & Emergency Lighting:

Lighting will follow the guidance appropriate for the project type: using ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; OR when installing new, all common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, all exit signs shall meet or exceed LED efficiency levels and conform to local building codes.

Exterior Lighting

Lighting will follow the guidance appropriate for the project type: installing ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; OR following the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; OR installing ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

Handicap Accessibility

Where necessary to accommodate an elderly or physically challenged household member, accessibility modifications shall be made to the greatest extent feasible. Examples of accessibility modifications include access ramps, grab bars, door handles, and accessible bathroom and kitchen fixtures. Handicap accessibility modifications shall be done in accordance American with Disabilities Act Design Guidelines.

Appliances: Installation of ENERGY STAR-labeled clothes washers, dishwashers, dryers and refrigerators, if these appliance categories are provided. Clothes dryers are to be vented directly to the outdoors, using rigid-type duct work.

Mold Inspection & Remediation:

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

Rehabilitation Standards

For projects which entail acquisition with moderate rehabilitation and projects which entail moderate rehabilitation only², VIHFA has adopted written rehabilitation standards as described below in the absence of a local rehabilitation code. These written rehabilitation standards are based on current local building code, to the greatest extent feasible. Rehabilitation projects are also required to meet handicap accessibility requirements, to the greatest extent feasible, where necessary – i.e., where the assisted household includes an elderly or physically challenged household member. VIHFA has also chosen to adopt the Energy Star standard with respect to equipment such as water heaters.

With respect to acquisition/rehabilitation and rehabilitation only (i.e., owner-occupied rehabilitation) projects, the particulars of Territory’s CDBG-DR Program are as follows:

- Program aim: Preserving existing affordable housing stock
- Population served: CDBG-DR-eligible income households throughout the jurisdiction
- Project types: Single-family rehabilitation (1-4-unit dwellings)
- Products: Low-interest loans, grants, loan/grant combinations

Program organizational structure: The program is delivered by VIHFA staff based on a delivery model whereby the agency acts the lender/approver with construction review authority. The various duties are divided between VIHFA’s Disaster Recovery Division and the Planning & Construction Management Division. Disaster Recovery is responsible for the determination of the applicant’s eligibility, approval of financing packages, and general program oversight. Planning & Construction is responsible for preparation of construction scopes of work, inspections, and moderately intensive construction oversight.

² Note: Projects which entail substantial rehabilitation, as defined elsewhere in this document, are not subject to these rehabilitation standards; instead, projects which entail substantial rehabilitation are subject to the same standards as new construction projects.

Rehabilitation Standards – Description of Methods/Materials

Permits Based on the scope of work to be undertaken, rehabilitation projects shall require Building, Electrical, and/or Plumbing Permits, as required by Virgin Islands law.

Plans Architectural drawings shall be required when any work to be undertaken entails alterations and/or additions to an existing structure. The detail/extent of the drawings required shall be based on the nature of the proposed alteration. Drawings shall be prepared by a licensed draftsman, architect, or engineer.

Building Systems Acceptable building systems are as follows:

- f) Reinforced concrete and/or concrete block throughout
- g) Reinforced concrete and/or concrete block exterior with frame interior
- h) Steel frame with masonry exterior
- i) Steel frame with lath and plaster exterior or other composite material that may be approved by VIHFA
- j) Other structural types that may be approved by VIHFA on a case-by-case basis

Manufactured housing will not be assisted, except where the manufactured unit is inspected by the VIHFA and found to be a sound structure able to meet current codes.

BuildingEnvelope Historic averages for high and low temperatures by month in the USVI, coupled with the fact that there is no need for space heating equipment, constitute sufficient evidence for exemption from Green Building requirements for building envelope insulation, air sealing and ventilation. This source provides a simple format for displaying average high and low temperatures by month. <http://www.intellicast.com/Local/History.aspx?location=>

Walls Exterior walls shall be of concrete masonry units (i.e., blocks), reinforced concrete, or other structural materials that may be approved by VIHFA on a case-by-case basis.

Maximum exterior wall height shall not exceed nine (9) feet.

Wall finishes Exterior wall finish shall be cement plaster, stucco, wood ship-lap boards or other structural materials that may be approved by VIHFA on a case-by-case basis. Cracks in existing exterior walls shall be sealed using a method to be approved by VIHFA. Workmanship shall be flawless – leaving an even and neat finish. Patched area should be finished with appropriate exterior material to match existing finish.

Interior wall finish shall be of cement plaster or gypsum wallboard. Ceramic tiles or prefabricated fiberglass shall be provided at showers, tubs, laundry and bathroom (plumbing walls). Kitchen sink area shall have a backsplash of ceramic tiles or else a double seal must be provided to prevent water penetration. This shall be accomplished by sealing the backsplash to the countertop and then utilizing a waterproof caulking on the face, filling any gaps, and leaving a slightly coved, even and neat finish.

- Cistern** The supply of clean water that is suitable for consumption and other household uses is of paramount importance. If the cistern water has not been tested within the past twelve (12) months, the cistern water must be tested by a certified laboratory for suitability. If the cistern must be cleaned, the interior of the cistern should be waterproof using a minimum of two (2) coats of thoro-seal or an approved equal product. Once the cistern has properly cured, it should be refilled with 3,000 gallons of potable water.
- The cistern access should be sanitary-sealed.
- Roof** Roofs should be constructed of wood-frame, engineered wood and/or metal truss, steel or concrete. Structural members should be of size and type as prescribed by current building code. Roof finish shall be corrugated metal, plywood, or concrete. All cut lumber/sheathing shall be pressure treated Southern Pine/ Douglas Fir No.1&2.
- Wood-frame and engineered wood and/or metal truss roofs shall have roof sheathing (5/8" plywood), tar paper and purlins prior to the installation of the corrugated metal.
- Plywood and concrete roofs should be waterproofed with sealant products such as neoprene-Hypalon, or products of equal quality.
- Roofs should have a minimum slope of 3:12 pitch. The maximum roof pitch should be 5:12, except in historical district where higher pitch may be required by Historical Preservation guidelines.
- All roofs shall have sufficient guttering and downspouts leading water directly to cistern.
- Windows** Existing windows shall be free of signs of deterioration, missing or broken panes/louvers, or damaged hardware. New installation windows shall be required to meet current code (rated to 145 mph wind resistance). A fire egress window shall be provided in each bedroom that does not have a door to the exterior. All windows shall have screens in good condition. Jalousie windows are used exclusively for windows in the Virgin Islands, due to the constant need for ventilation. ENERGY STAR rated windows are not available from Virgin Island suppliers.
- Electrical** Each living area within the unit shall have working outlets and light fixtures and shall be free from electrical hazards. At minimum, the dwelling shall meet the National Electric Code (NEC) standards. Where the existing unit does not meet NEC, the Scope of Work must include all tasks necessary to bring the unit into full compliance with NEC. All electrical work that is to be performed shall be based on NEC standards.
- Interior Lighting** ENERGY STAR Advanced Lighting Package (ALP) will be installed; or the project will follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; or when installing new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.
- To the greatest extent possible, new installation light fixtures should be adaptable for use with compact florescent bulbs.

Plumbing The dwelling unit's plumbing shall be free from leaks. Kitchen and all bathrooms shall have hot and cold running water. At minimum, dwelling shall meet the International Residential Code (Section VII). Where the existing unit does not meet IRC with respect to plumbing, the Scope of Work must include all tasks necessary to bring the unit into full compliance with that section. Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.6 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]

Appliances Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas and replacement is required. Vent clothes dryers directly to the outdoors using rigid-type duct work. For rehabs, this is often not possible due to the existing poured wall construction. For these homes, dryers are vented into an indoor dryer vent

Pump/Water Heater

Dwelling unit shall have a water pump, tank, and heater all in good working condition – free of leaks and electrical hazards. Pump shall have a standard 30-gallon pressure tank. Water heater shall be electric with a minimum capacity of 20 gallons; upon installation, the water heater shall be set within the range of 100 to 110 degrees Fahrenheit. Pump, tank, and heater shall be securely enclosed to prevent theft or vandalism and exposure to weather elements. When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4. Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

Floor Finish Dwelling unit's interior floor shall be free from hazardous conditions (to include missing and/or broken floor tiles). Interior floor finish shall be vinyl tile (commercial grade) or ceramic tile (5/16" minimum thickness). Bathroom tiles must be either ceramic tile or terrazzo. Whenever possible, and where floor installation is otherwise in good condition, every effort should be made to match existing tile but, where more than 20% of the tiles need replacement and no suitable match is available, the entire room may be re-tiled. Where entire room(s) has been re-tiled, Contractor shall be required one (1) box of tile to Owner upon completion.

Cabinets, countertops and tub/shower enclosures

Kitchen must have a reasonable space for storage and preparation of food. Kitchen cabinets should be sound; doors and drawers should be in place. Countertops should have laminate covering. New installation cabinets shall be commercial or custom-made with hinged doors. Cabinets shall be of luan, edai, or Philippine mahogany plywood faced and edge-banded with plastic laminate. Kitchen cabinets shall be affixed to the wall with the appropriate number and type of properly-sized screws (wood screws for frame walls and tapcon for concrete/masonry walls). When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces. When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

Doors/Locks All main entry doorways shall be at least 3'0" in width. Interior room doorways shall be at least 2'8" in width; however, where rehabilitation includes handicap accessibility modifications, interior room doorway widths shall be no less than 3'0 (36"). Where existing doorways are less than the required minimum, doorways shall be widened to the acceptable width.

New installation exterior doors shall be 1 3/4" flush solid core or paneled; doors shall be painted with a minimum of two (2) coats of paint or clear finish on all edges and surfaces. Exterior doors at each entrance to the dwelling shall require a dead bolt lock with a minimum 1-inch throw and an entry lockset, preferably keyed alike.

Duct Sealing In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.

Mold Inspection & Remediation

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

Weatherproofing (This section reserved).

Entrances All entries (front, side, and rear) must have some overhead coverage to ensure that no weather hits directly onto the entry door. Where no coverage is existing, coverage must be provided. In cases where this is not possible, or would be too costly, then partial coverage and protection will be acceptable as long as the doors which are exposed to the prevailing winds are properly protected from wind-driven rain entering the dwelling.

Stairs/Railings Entrances should have appropriately sized exterior platforms/landings. Ideally, stairway risers shall be even in height and shall not exceed eight (8) inches. Stairways having three (3) or more risers should have a handrail of 30- 34 inches in height on at least one side of the stairway. All stairs shall have a non-slip finish.

Handrails should have intermediate rails or ornamental closures (e.g., balusters, pickets, or solid walls) which would prevent passage of an object that is 4" (102 mm.) or more in diameter, shall not be conducive to climbing, and shall be a minimum of 36" high on horizontal planes.

Paint Where scope of work entails painting, a minimum of two (2) coats in addition to the appropriate type of primer coat shall be applied. All surfaces to be painted shall be properly prepared to receive finish coats. Exterior paint shall be oil or acrylic latex; interior paint shall be semi-gloss washable enamels in kitchens and baths, satin or flat finish elsewhere. All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

Lighting for Common Areas & Emergency Lighting:

Lighting will follow the guidance appropriate for the project type: using ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; OR when installing new, all common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.

Exterior Lighting

Lighting will follow the guidance appropriate for the project type: installing ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; OR following the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; OR installing ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

Burglar Bars

Where burglar bars are in place in an existing unit, bars at egress windows must be inside with easy-open latch. Where existing bars obstruct the function of any egress window, the burglar bars at that window must be removed or retrofitted to allow for the proper operation of the egress window.

Fire Protection

Living units shall have some provisions for safe egress in the event of fire. Smoke detectors shall be provided in the hallways and all bedrooms. Smoke detectors shall be hard-wired with battery-back-up.

A fire egress window shall be provided in each bedroom that does not have a door to the exterior.

Handicap Accessibility

Where necessary to accommodate an elderly or physically challenged household member, accessibility modifications shall be made to the greatest extent feasible. Examples of accessibility modifications include access ramps, grab bars, door handles, and accessible bathroom and kitchen fixtures. Handicap accessibility modifications shall be done in accordance American with Disabilities Act Design Guidelines.

Termite Inspection/Treatment

Where there is evidence of termite infestation, Owner will be required to retain the services of a certified exterminator to inspect the unit to determine the nature and degree of the infestation and to treat the unit to eradicate all termites. The exterminator shall be required to provide at minimum a one-year warranty on the termite extermination. Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]

Lead Safe Work Practices

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

APPENDIX A

Luxury Amenities

Certain luxury amenities will not be permitted in CDBG-DR -assisted housing units. Where the proposed CDBG-DR project entails rehabilitation or purchase of an existing unit which has existing any of the listed amenities, CDBG-DR Program staff will make a determination as to whether the unit qualifies as affordable housing despite the inclusion of said amenity. If it is determined that the unit still qualifies as affordable housing, the proposed project will be eligible for CDBG-DR assistance. Where the project entails rehabilitation, the use of CDBG-DR funds will be limited to repair of those items which are necessary to meet the rehabilitation standards. Where replacement of an item is necessary in order to satisfy the rehabilitation standards, CDBG-DR funds will be used to replace the item with a similar item of a non-luxurious nature. (Example: High-end fixtures will be replaced with quality standard grade fixtures).

Examples of “luxury amenities” include but are not limited to:

- Corian® (or comparable composite material) countertops
- Marble or Granite countertops
- Marble tiles
- Hardwood floors
- Custom finishes (i.e., crown molding, wainscot in areas other than kitchen or bath, chair rails, etc.)
- Glass blocks (Note: Modest use of decorative glass blocks comprising less than six (6) square feet will be permitted).
- High-end plumbing fixtures
- Recessed lighting
- High-end electrical fixtures (i.e., chandeliers)
- His & her accommodations (i.e., double lavatories; double walk-in closets; separate shower enclosure and tub in the same bathroom)
- Built-in furnishings (i.e., bookshelves, wine racks, dressers, window seats)
- Stained glass windows
- Decorative awnings
- Roof tile
- Designer metal roofing
- Exotic woods (i.e., cypress, redwood, mahogany)
- Air conditioning
- Heating
- Fireplace
- Finished attic
- Finished basement
- Elevator
- Sky light
- Jacuzzi
- Swimming Pool
- Fountain
- Brick pavement
- Stamped concrete

Detached garage

Guest cottage

Wall fences (except for retaining walls where determined to be necessary by a certified engineer or with VIHFA approval)

VIHFA has also adopted certain maximum square footage parameters based on unit size. The maximum living area square footage for the various unit size are as follows:

1-BR: 900 square feet

2-BR: 1,100 square feet

3-BR: 1,300 square feet

4-BR: 1,500 square feet

For all unit sizes, the maximum entry porch area is 100 square feet.

Amenities which are permissible in CDBG-DR-assisted new construction units, but which shall not be paid for with CDBG-DR funds include those listed below. Note: Where the proposed CDBG-DR project entails rehabilitation or purchase of an existing unit which has existing any of these amenities, the presence of these amenities shall not be taken into consideration when determining whether the unit qualifies as affordable housing.

Garbage disposal

Chain link fencing

Security alarm systems

Electronic gates

Wrought iron burglar bars (security grillwork)

Storm shutters

Security camera

St. Croix - Inventory Listing

Material Description	Standing Totals
2"X4"X16' Treated Lumber	16840
2"X4"X20' Treated Lumber	7295
2"X6"X14' Treated Lumber	19
2"X6"X16' Treated Lumber	133
2"X6"X18' Treated Lumber	8842
2"X8"X14' Treated Lumber	91
2"X8"X16' Treated Lumber	296
2"X8"X20' Treated Lumber	99
2"X10"X20' Treated Lumber	3718
2"X10"X12' Treated Lumber	8
3"X6"X14' Treated Lumber	6849
3"X6"X18' Treated Lumber	5689
3"X6"X20' Treated Lumber	13
3"X8"X10' Treated Lumber	880
3"X8"X16' Treated Lumber	54925
3"X8"X 20' Treated Lumber	2664
3"X10"X12' Treated Lumber	350
3"X10"X14' Treated Lumber	400
3"X10"X16' Treated Lumber	1150
3"X10"X18' Treated Lumber	127
3"X10"X20' Treated Lumber	3
3"X12"X20' Treated Lumber	5134
5/8&1/2 In X4X8 T1-11 Treated Lumber	23798
2"X2.5"x.5"X10' Galvalume Drip Edge	262
3"X3"X10' Galvalume Drip Edge	3098
4"X4"X10' Drip Edge	544
10' Domed Galvalume Ridge Cap	525
10' Angled Galvalume Ridge	631
34X14X8 Corrugated Roofing 26GA	245
40.5X14X8 Corrugated Roofing 26 GA	5694
4"X4"X10' Galvalume Rake Trim	1988
36" Pannel Rubber Closure-Bat Strips	29348
5 Gal Silicone Roof Coating	2074
6"x100' Flashing Tape	6626
Silicone Roof Patch	1622
Water & Ice Roof Covering Rolls	6482
Tough Guard Shield 2005	3332
4'X8' X 1.5" Inch Styrofoam	17018