

Office of Disaster Recovery Community Development Block Grant – Disaster Recovery (CDBG-DR) Program



CDBG-DR Local Match for Federal Disaster Application Form

Agency Name: _____

PW Number: _____

Obligated Date: _____

Application Date: _____

**Disaster Recovery Office
Community Development Block Grant –Local Match Program
Beltjen II 31 ab Estate Taarnejerg
St. Thomas, VI 00802
Phone (340) 202-1221**

Version 1
September 6, 2024

Organizational Head Initials _____

GENERAL DESCRIPTION FORM INSTRUCTIONS

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

1. In the **Applicant Name** box indicate the entity's name (ex: *Virgin Islands Housing Finance Authority*), the person in the applicant's office to be contacted regarding this application, address, phone numbers of the entity requesting funds and e-mail address of contact person.
2. In the **Project Name** box indicate the name of the project (ex: *Building of Low/Mod Rental Units*).
3. In the **Architectural/Engineering Firm** box indicate the name, address, phone number and e-mail address of the architectural/engineering firm for this project if one was hired by the applicant.
4. In the **Environmental Firm** box indicate the name, address, phone number and e-mail address of the environmental firm for this project if one was hired by the applicant.
5. **Obligated Projects Only.** Enter information for the FEMA obligated project which is under administration by the Virgin Islands Territorial Emergency Management Agency (VITEMA). Unobligated projects will not be considered. Submit one project per application.. *Only FEMA Large projects will be funded under the CDBG-DR Local Match Program. Eligible Small Projects (<=\$123,100) will be funded by the Office of Disaster Recovery (ODR) funding source. Please refer to cdbgdr.vihfa.gov/infrastructure/#local-match.*
6. **Project Description.** Provide a concise description of the project for which you are requesting funds. The description should tell the entire story of the proposed project that will enable ODR to make a sound decision on the eligibility of the project. Please respond to as many questions as possible that pertain to the proposed project in this section. If the question does not apply to the project, please enter "N/A".
 7. **a. Eligibility.** Please note that HUD funded projects must have a Tie to the Disaster, be an Eligible Activity and meet a National Objective (see below).
 - b. Eligible Activities.** Select the appropriate eligible activity that your proposed project will fall under. Most CDBG- DR appropriations require funds to be used for necessary expenses for activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas. The activity must be CDBG eligible or allowed via a waiver, address a disaster-related impact in a Presidentially declared county, and meet a national objective. Disaster related activities are those that demonstrate (1) a logical connection to the disaster, and (2) how the activity will contribute to long-term recovery. *Note: Grantees must determine what documentation is sufficient and reasonable to show how activities respond to a disaster-related impact.*
 - c.** In the **National Objective** box indicate which national objective will be addressed by the project.
 - d. Environmental Requirements.** Please note that HUD funded project must ALL go through an environmental review, however, according to 40320 Federal Register Vol. 83, No. 157 dated Tuesday, August 14, 2018 titled Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees: *Adoption of another agency's environmental is allowed without review or public comment performed by a Federal agency, and such adoption shall satisfy the responsibilities of the recipient with respect to such environmental review, approval, or permit that is required by the HCD Act.*
8. **CDBG-DR and Federal Cross Cutting Requirements** – Applicants are advised that all projects that are CDBG-DR funded are subject to Federal cross cutting requirements. Federal cross cutting requirements are provided in Appendix A (HUD Rider) and each page must be initialed to acknowledge receipt. ODR staff will provide technical assistance as requested.

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

Organizational Head Initials _____

General Description Form

Place a check mark in the appropriate box: Original Application Amended Application # _____

1. Applicant Name, Contact Person's/Project Manager's Name, Address, Phone Number, and E-mail Address:								
2. Project Name:								
3. Name, Address, Phone Number and Email Address of Architectural/Engineering Firm: (if applicable)				4. Name, Address, Phone Number and Email Address of Environmental Firm: (if applicable)				
				Date of ERR: (if applicable)				
5. OBLIGATED PROJECTS ONLY: Please provide the current information below for the project. Please check the appropriate Federal and Local cost share below for the PW.								
PW#	FEMA Category	*Large Projects (Yes) or (No)	Total Project Cost (\$)	Federal Share (\$) <input type="checkbox"/> (95%) or <input type="checkbox"/> (98%)	Local Share (\$) <input type="checkbox"/> (5%) or <input type="checkbox"/> (2%)	FEMA Payments to Date (\$)	# of Completed Requests	**Current Status
<p><small>*Only FEMA Large projects will be funded under the CDBG-DR Local Match Program. Eligible Small Projects (<\$123,100) will be funded by the Office of Disaster Recovery (ODR) funding source. Please refer to cdbgdr.vihfa.gov/infrastructure/#local-match</small></p> <p><small>**Current status includes: Completed (work is complete, but FEMA payments are pending); FEMA Close-Out (FEMA has fully paid its 95% or 98% share and the project is complete); Pending (work is incomplete; please include the percentage completed to date); or state another status not listed above.</small></p>								
Notice to Proceed Date:			Construction Start Date:			Project Completion Date (actual or estimated):		
6. Project Description (Answer the questions below.)								
a.	Based on the Damage Description and Dimensions (DDD) and Scope of Work (SOW) in the Project Worksheet, describe the proposed project to be funded with CDBG-DR funds. This section should include the project timeline. Note: This information should not deviate from the FEMA Scope of Work.							
b.	Describe the physical boundaries of the target area(s) in relation to the beneficiaries of the project. Please include coordinates and census tract information.							

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

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

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

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Acquisition of real property 201(a) <input type="checkbox"/> Disposition 201(b) <input type="checkbox"/> Public Facilities and Improvements 201(c) <input type="checkbox"/> Clearance and remediations 201(d) <input type="checkbox"/> Public Services 201(e) <input type="checkbox"/> Interim Assistance 201(f) <input type="checkbox"/> Relocation 201(i) <input type="checkbox"/> Loss of Rental Income 201(j) <input type="checkbox"/> Construction of Housing 201(m) <input type="checkbox"/> Homeownership Assistance 201(n) | <ul style="list-style-type: none"> <input type="checkbox"/> Special Economic Development Activities 201(o); 203 <input type="checkbox"/> Microenterprise Assistance 201(o) <input type="checkbox"/> Miscellaneous Other Activities 201(g), (h), (k), (p), (q) <input type="checkbox"/> Rehabilitation and Preservation 202(a), (b), (c), (d), (e), (f) <input type="checkbox"/> Planning Activities 205(a) <input type="checkbox"/> General management, oversight, and coordination 206(a) <input type="checkbox"/> Public Information 206(b) <input type="checkbox"/> Fair Housing Activities 206(c) <input type="checkbox"/> Indirect Costs 206(e) <input type="checkbox"/> Submission of applications for federal programs 206(f) <input type="checkbox"/> Administrative expenses to facilitate housing 206(g) <input type="checkbox"/> Section 17 of the U.S. Housing Act of 1937 206(h) |
|--|---|

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

Activities Benefiting Low/Moderate Income Persons

Area benefits all residents of low to moderate income in a particular area. (**Note:** This selection is applicable only if the project will be located in a neighborhood or census tract where more than 51% of the persons or households qualify as low to moderate income. Please refer to the census maps attached at the end of the application)*Limited Clientele.* Limited to a specific group of persons and at least 51% of them qualify as low to moderate income.

Housing activities. An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households.

Job creation or retention activities. An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full-time equivalent basis, involve the employment of low – and moderate-income persons **Prevention/Elimination of Slums or Blight.** (Including historic restoration to remove conditions that threaten health and safety). (*Please note that the designation of areas of “slum and blight” must have been established by local law.*)

- Urgent Need.** Activity designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin, or which recently became urgent, that the subrecipient is unable to finance the activity on its own, and that other sources of funding are not available.
- None.** (Planning, Capacity Building, Administrative)

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

Was a FEMA environmental completed?

Yes No If yes, please attach a copy.

8. CDBG-DR and Federal Cross-Cutting Requirements:

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

In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provision set forth in Form HUD4010, available at <https://www.hud.gov/sites/documents/4010.PDF>

9. Integrated Document: This Application, along with Subrecipient Agreements No. SA-DR(VITEMA)-002-2020, SA-DR(PFA/ODR)-001-2024, Project Agreement # _____ and any attachments, constitutes the entire agreement between _____ (Agency), ODR, VIHFA and VITEMA (parties). The parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this agreement.

Agency shall submit to ODR a request for payment based on the approved budget. Payment will be made upon submission by the Agency of a properly executed “Payment Request” form, together with all supporting invoices, receipts, bills, approved time sheets, and other documents necessary to justify the payment.

VIHFA shall pay to (see below) CDBG-DR funds available under this agreement based upon review of the documentation submitted only for eligible and allowable costs permitted under this agreement consistent with the approved budget line items that were actually incurred by Agency and not to exceed actual cash requirements.

Following approval of the application, documents for Request for Payments should be submitted via email to your respective Project Specialist with a subject line in the following format: Vendor or Subrecipient Name & Amount with a cover sheet addressed to:

**Community Development Block Grant – Disaster Recovery Office
Local Match Program
Beltjen II 31 ab Estate Taarnejerg St. Thomas, VI 00802**

with a certification statement signed by the Agency’s approving officer identified in Section 1.

Organizational Head Initials _____

ODR shall not be obligated to satisfy Agency’s payment request seeking advances or reimbursements for costs that are inconsistent with ODR’s approved Action Plan, federal statutes, regulations including Cost Principles in 2 CFR part 200, subpart E, or the terms, this Match Application, and conditions of the ODR’s CDBG-DR Federal award, or that would otherwise result in the ODR charging improper, unauthorized, or otherwise unallowable costs to its grant Federal award.

CDBG-DR LOCAL COST SHARE MATCH BUDGET

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

GENERAL INFORMATION | Please check the appropriate Federal & Local cost share below for the PW.

PW#:	Sub-Recipient:	Project Name:	
Federal Award Description	<i>(Please provide a brief description of the need for the budget)</i>		
Total Project Cost (100%)	\$	Date Obligated:	Category:
Federal Share <input type="checkbox"/> 98% <input type="checkbox"/> 95%	\$		
Local Cost Share <input type="checkbox"/> 2% <input type="checkbox"/> 5%	\$		

Budget

Subaward (Identify the versions to be paid by source)	Total Project Cost (Federal/Non-Federal) (\$)	Federal Share (\$)	Local Cost Share (\$)
Total Project Costs	\$	\$	\$

Acknowledgment of Attachments

I acknowledge and agree that the attachments hereto, including the HUD General Provisions and Duplication of Benefits Certification are incorporated herein and made a part of this contract. These attachments shall control the obligations of the agency.

AUTHORIZATION

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

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

Agency Organizational Head

_____	_____	_____
Print Name and Official Title	Signature	Date

ODR/LOCAL MATCH USE ONLY

Local Match CDBG-DR Specialist

_____	_____	_____
Print Name and Official Title	Signature	Date

Local Match CDBG-DR Senior Manager

_____	_____	_____
Print Name and Official Title	Signature	Date

ODR Director/Chief Program Officer

_____	_____	_____
Print Name and Official Title	Signature	Date

VIHFA USE ONLY

Compliance Specialist

_____	_____	_____
Print Name and Official Title	Signature	Date

Environmental Specialist

_____	_____	_____
Print Name and Official Title	Signature	Date

Finance Director

_____	_____	_____
Print Name and Official Title	Signature	Date

CDBG-DR Program Administrator

_____	_____	_____
Print Name and Official Title	Signature	Date

CDBG-DR Chief Disaster Officer

_____	_____	_____
Print Name and Official Title	Signature	Date

Executive Director

_____	_____	_____
Print Name and Official Title	Signature	Date

Organizational Head Initials _____

ACTIVITY BENEFICIARY FORM INSTRUCTIONS

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

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

Part I - BENEFICIARY INCOME INFORMATION

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

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

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

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

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

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

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

Project Maps

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

1. Existing Conditions Map: Provide a detailed map of the existing improvements. The map should delineate such items as the location of project and/or size of waterlines, elevated water tanks, sewer lines, manholes, location of treatment plants, etc.
2. Proposed Improvements Map: Provide a detailed map showing the location of project, sizes, etc. of the proposed improvements.
3. Census tracts and/or block groups (by number) and/or logical record numbers.
4. Location of concentrations of low- and moderate-income persons, showing number and percent by census tracts and/or block groups and/or logical record number.
5. Boundaries of areas in which the activities will be concentrated; and
6. The specific location of each activity.

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

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

1. Grantee <input type="checkbox"/> Subrecipient <input type="checkbox"/>	2. Subrecipient/Project ID
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3. Activity Name:

PART I – BENEFICIARY INCOME INFORMATION

A. Income Levels	Total	Percentage
1. Total Number Persons Less than or equal to 80% Area Median Income. LMI or LMA		
2. Total Number of Persons Over 80% Area Median Income. (Urgent Need)		
Total Population		

A. Source(s) for Determining Beneficiary Data:

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

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

Target Area(s) Community-Wide

Check the applicable Census Tract(s):

<input type="checkbox"/> St. Thomas <input type="checkbox"/> 9601 <input type="checkbox"/> 9605 <input type="checkbox"/> 9609 <input type="checkbox"/> 9602 <input type="checkbox"/> 9606 <input type="checkbox"/> 9610 <input type="checkbox"/> 9603 <input type="checkbox"/> 9607 <input type="checkbox"/> 9611 <input type="checkbox"/> 9604 <input type="checkbox"/> 9608 <input type="checkbox"/> 9612	<input type="checkbox"/> St. Croix <input type="checkbox"/> 9701 <input type="checkbox"/> 9705 <input type="checkbox"/> 9709 <input type="checkbox"/> 9713 <input type="checkbox"/> 9702 <input type="checkbox"/> 9706 <input type="checkbox"/> 9710 <input type="checkbox"/> 9714 <input type="checkbox"/> 9703 <input type="checkbox"/> 9707 <input type="checkbox"/> 9711 <input type="checkbox"/> 9715 <input type="checkbox"/> 9704 <input type="checkbox"/> 9708 <input type="checkbox"/> 9712	<input type="checkbox"/> St. John <input type="checkbox"/> 9501 <input type="checkbox"/> 9502
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B. Provide Latitude/Longitude for the project location at or near geographical center:

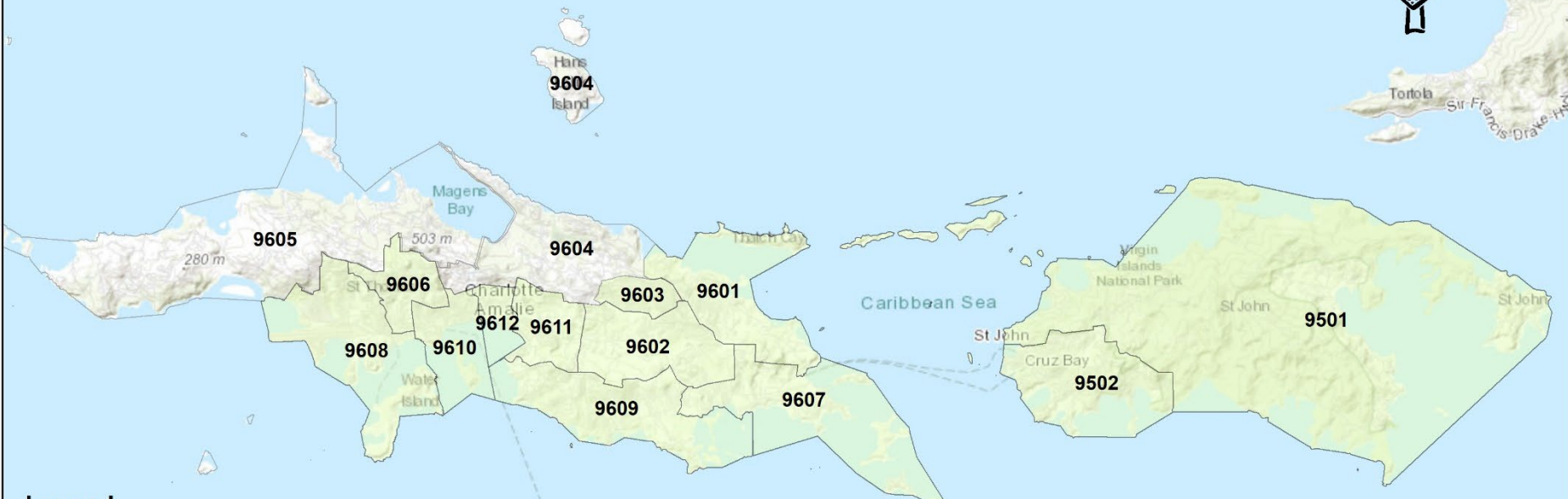
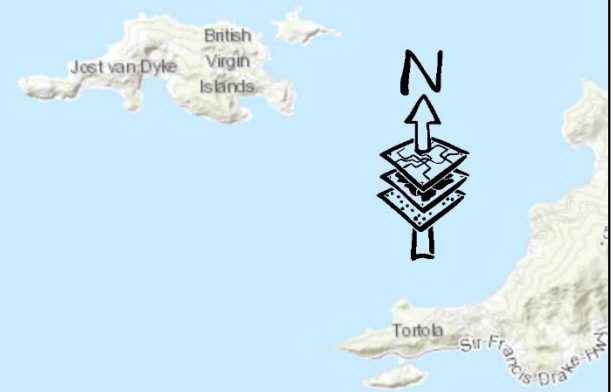
Latitude: _____ Longitude: _____

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

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

Organizational Head Initials _____ ODR Initials _____

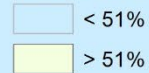
Low-and-Moderate-Income Census Tract Map St. Thomas & St. John, U.S.V.I.



Legend

Census Tracts

FEMA_LMI



SOURCES:

Virgin Islands Housing Finance Authority (CDBG-DR)
 FEMA IA Data: WITT O'BRIEN
 HUD APPROVED September 25, 2020
 Developed by: GIS Division

NOTE:

* Census Tract is between 51% & 80%

ST. THOMAS	
Census Tract	PCT
9601	64.75%
9602	68.61%
9603	56.22%
9604	45.01%
9605	41.81%
9606	61.38%
9607	55.12%
9608	59.82%
9609	57.65%
9610	70.33%
9611	72.26%
9612	73.71%

Virgin Islands
Coral Reef
National
Monument

Virgin Islands
Coral Reef
National
Monument

ST. JOHN

Census Tract	PCT
9501	62.62%
9502	71.28%



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

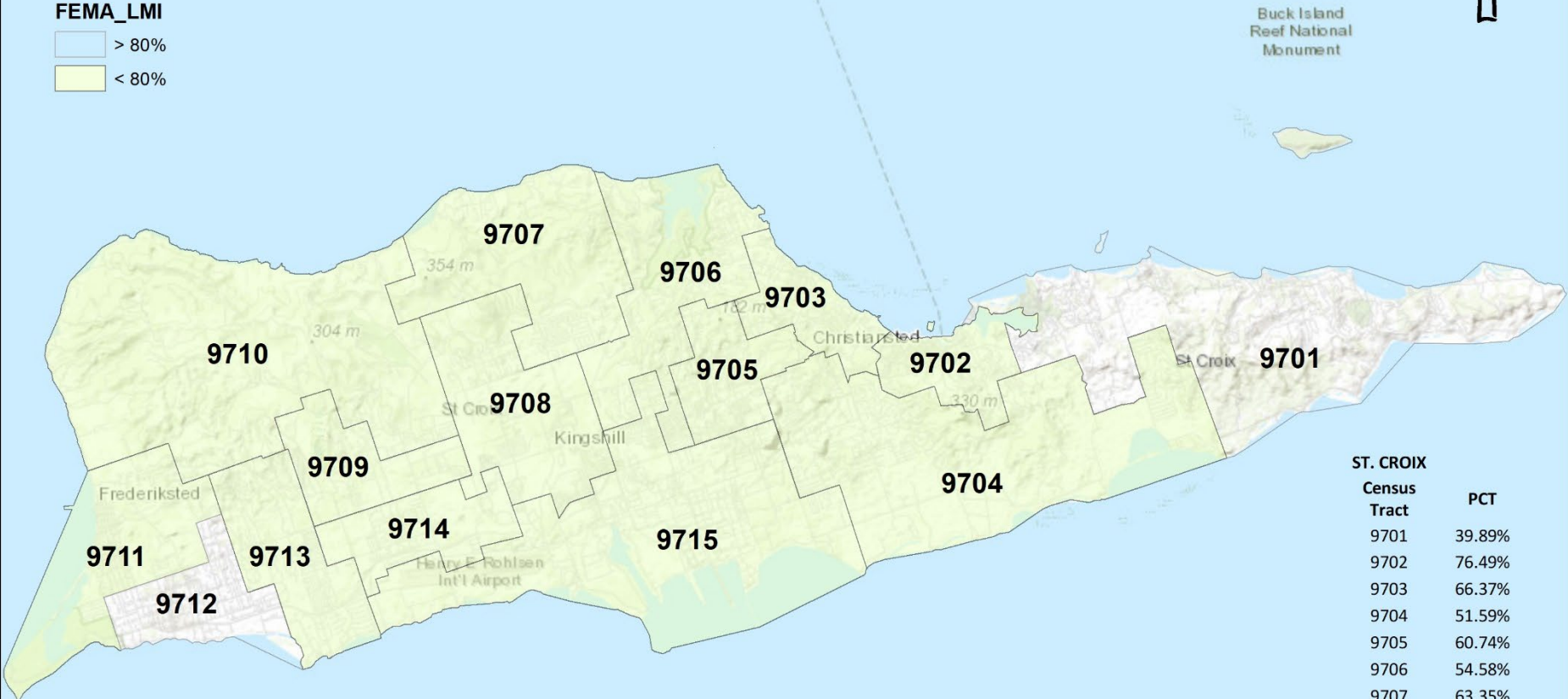
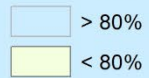
Low-and-Moderate-Income Census Tract Map St. Croix, U.S.V.I.



Legend

Census Tracts

FEMA_LMI



ST. CROIX

Census Tract	PCT
9701	39.89%
9702	76.49%
9703	66.37%
9704	51.59%
9705	60.74%
9706	54.58%
9707	63.35%
9708	72.32%
9709	62.33%
9710	67.40%
9711	71.41%
9712	34.85%
9713	71.20%
9714	72.13%
9715	64.10%

SOURCES:

Virgin Islands Housing Finance Authority (CDBG-DR)
 FEMA IA Data: WITT O'BRIEN
 HUD APPROVED September 25, 2020
 Developed by: GIS Division

NOTE:

* Census Tract is between 51% & 80%



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

APPENDIX A

HUD GENERAL PROVISIONS (“HUD RIDER”)

General Provisions

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 <https://www.hud.gov/sites/documents/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.

Acknowledgement Initials _____

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.

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

13. AGE DISCRIMINATION ACT OF 1975

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

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

15. CONFLICTS OF INTEREST

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

16. SUBCONTRACTING

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

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.

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17. ASSIGNABILITY

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

18. INDEMNIFICATION

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

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

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

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

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

21. DAVIS-BACON ACT (Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

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

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

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

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

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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

- 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

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contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

- E. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246 (Applicable to construction contracts and subcontracts exceeding \$10,000)

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

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

- A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended

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in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

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

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air

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

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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318)

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relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

29. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000)

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

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

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- 3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The *Contractor/Subcontractor* agrees to send to each labor organization or representative of workers with which the *Contractor/Subcontractor* has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The *Contractor/Subcontractor* will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor/subcontractor* is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor/Subcontractor*’s obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD’s regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

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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

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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

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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

Acknowledgement Initials _____

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

48. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

- a) Certification.
 - 1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.
 - 2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.
- b) Plan contents.
 - 1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
 - 2) The plan shall provide for relocation assistance in accordance with § 42.350.
 - 3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. COMPLAINTS AND APPEALS

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

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.