

PROJECT AGREEMENT
OFFICE OF DISASTER RECOVERY
AND
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

Cotton Valley Convenience Center

THIS AGREEMENT entered this 12 day of April, 20 24 by and between the **VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY ("ODR")**, a subsidiary division of the **VIRGIN ISLANDS PUBLIC FINANCE AUTHORITY ("VIPFA")**, an independent instrumentality of the Government of the Virgin Islands, whose address is No. 5033 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802, and the **VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY ("VIWMA")**, whose address is No. 1 A&B Demarara, St. Thomas, U.S. Virgin Islands 00802, herein referred to as "Subrecipient."

WHEREAS, the VIRGIN ISLANDS HOUSING FINANCE AUTHORITY ("VIHFA" or "Grantee"), an independent instrumentality of the Government of the Virgin Islands, at 7410 Estate Bovoni, Bay 2, St. Thomas, VI 00802, has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383.

WHEREAS a SUBRECIPIENT AGREEMENT -SA-CDBGDR-WMA-004-2020 Amended- ("SRA") was executed on February 25, 2021, between the VIHFA, a body corporate and politic constituting a public corporation and autonomous governmental instrumentality of the Government of the Virgin Islands and the VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY, an executive department in the Government of the Virgin Islands; and

WHEREAS the SRA outlines the roles and responsibilities of the Parties and the governing terms and conditions for funds allocated under the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program; and

WHEREAS this PROJECT AGREEMENT ("Agreement") provides detailed information on the project, milestones, timelines, to be funded from the stated grant award specified within the SRA. This Agreement is conditioned upon, and subject to VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY adherence to the requirements found in Subrecipient Agreement, herein referred to as SA-CDBGDR-WMA-004-2020 Amended and

WHEREAS this Agreement is incorporated and integrated as Exhibit F to the SRA (SA-CDBGDR- WMA-004-2020 Amended) and is subject to all the terms and condition contained therein within the SRA; and

WHEREAS the Grantee entered an SRA, SA-DR(PFA/ODR)-001-2024 with the Public Finance Authority/Office of Disaster Recovery ("ODR"), an independent instrumentality of the Government of the Virgin Islands, at 402 Strand Street, Frederiksted, VI 00840, on November 20, 2023) to manage all Project(s); and

WHEREAS the ODR, "Program and Project Manager" wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; and

NOW, THEREFORE, in consideration of the principles, assurances and promises contained within the SRA and herein, the Parties mutually agreed as follows:

I. SCOPE OF SERVICE

A. Principal Activities:

The Subrecipient will be responsible for administering the Cotton Valley Convenience Center Design Build in a manner satisfactory with Exhibit A Scope of Services to SRA (SA-CDBGDR-WMA- 004-2020 Amended) and consistent with any standards required as a condition of utilizing CDBG-DR funds. Such a project will include the following activities eligible under the CDBG-DR Program. The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The Subrecipient's efforts under this Project Agreement will be to redevelop and upgrade the existing Cotton Valley site from a bin site to a convenience center. The proposed project will have multiple collection areas, including bins, compactors, and sheds, to segregate the specific types of waste so that VIWMA will be able to implement a waste diversion program for the Territory including recycling, construction & demolition waste, white goods, electronics, green waste, used oil, tires, and scrap metal per the Subrecipient's proposal.

Changes to the project goals, scope of services, schedule, or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

B. Project Summary (Description of Project)

The existing Cotton Valley bin site currently receives waste at an average rate of 123 tons per week. The proposed project is to redevelop and upgrade the existing Cotton Valley site from a bin site to a convenience center. The Cotton Valley convenience center will reduce the environmental impact from littering. The convenience center will also serve hurricane-specific needs by providing residents with a local solid waste disposal site.

The convenience center is a consumer-oriented solid waste drop-off facility designed with measures to ensure waste is collected in an organized manner to prevent the hazards to public health, public safety, and the environment. The proposed project will have multiple collection areas, including bins, compactors, and sheds, to segregate the specific types of waste which will enable VIWMA to implement a waste diversion program for the Territory including recycling, construction & demolition waste, white goods, electronics, green waste, used oil, tires, and scrap metal. The project will include a small office with break room facilities to allow the proposed project to be staffed with an attendant to ensure orderly disposal.

Toward the goal of the completion of [Cotton Valley Convenience Center] the major tasks that the Subrecipient will perform include, but are not limited to, the following activities:

Activity # 1: Pre-Design (Environmental Review Phase)

The Subrecipient will conduct an Environmental Review to ensure the project complies with the National Environmental Policy Act (NEPA), National Historic Preservation Act Section 106, and 24 CFR Part 58 and other related Federal and state environmental laws. The completion of the environmental review report is required to receive the Authority to Use Grant Funds, ("AUGF").

Activities: Environmental Review and Clearance
<ul style="list-style-type: none"> • Subrecipients must determine the environmental classification of the project. • Identify and evaluate potential hazards and ensure that any necessary remediation or mitigation is implemented. • Ensure that all environmental review documentation is compliant with all applicable federal regulations and local statutes including the National Environmental Policy Act (NEPA), National Historic Preservation Act Section 106, and 24 CFR Part 58. • Make certain that any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. • If ground disturbing activities occur during construction, Subrecipient will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify ODR and State. • At the completion of the Environmental Review, the Agreement will be amended to include the measures developed during the review.
Deliverables:
<ol style="list-style-type: none"> 1. Environmental Part 58 Exemption 2. Consultations compliance with CFR 58 regulations 3. Local Publications 4. Mitigation Measures Meeting 5. Federal Publications

Activity #2: Design Build/Procurement Phase

VIWMA will solicit firm(s) to design and construct work that complies with VIWMA internal procurement policies and HUD Procurement Policies and Procedures to include 2CFR 200 Appendix 11 and 2 CFR 200.318 to 200.327. VIWMA will submit to ODR the required procurement documentation at Pre-Solicitation, Pre-Award and Post-Award. Procurement will be carried out with all local and federal regulations as applicable.

Activities: Solicitation and selection of contractors:
<ul style="list-style-type: none"> • Subrecipient will provide Design/Built RFP package RFP for ODR's review • Subrecipient will submit solicitation package for Design Built • Design Built Solicitation Advertisement will be posted • Evaluation Committee will provide a report on final vendor selection

Activity #4: Construction Phase

A pre-construction meeting is required for every new construction and substantial rehabilitation project and must precede the initial start of construction, including early start of construction. ODR will issue an initial Notice to Proceed for VIWMA to perform construction work that complies with the grant requirements, to include 2 CFR 200 Appendix 11 and 2 CFR 200.318 to 200.327.

Construction Phase Activities:
<ul style="list-style-type: none"> • Prepare Kick off Meeting to clarify responsibilities, identify potential issues, and plan for a successful project.
<ul style="list-style-type: none"> • Attend preconstruction meetings and participate in recurrent construction meeting
<ul style="list-style-type: none"> • Coordinate Project Schedule with Construction Contractor and other required participants
<ul style="list-style-type: none"> • Develop Project Schedule and Milestones to align with established performance measures
<ul style="list-style-type: none"> • Supervise all construction activities to be performed as part of the project
<ul style="list-style-type: none"> • Aid in the coordination of inspection activities with required agencies
<ul style="list-style-type: none"> • Ensure compliance with all permits and construction projects
<ul style="list-style-type: none"> • Coordinate required material testing with Engineer to ensure compliance with Project requirement.
<ul style="list-style-type: none"> • Monitor Project safety in compliance with OSHA and USVI relations.
<ul style="list-style-type: none"> • Begin Active Construction
<ul style="list-style-type: none"> • 60% Inspection
<ul style="list-style-type: none"> • 90% Inspection
<ul style="list-style-type: none"> • 90% Major Capital Projects Ribbon Cutting Ceremony
<ul style="list-style-type: none"> • 100% Completion: Final Inspection Completed
Deliverables:
<ol style="list-style-type: none"> 1. As-builts plans 2. Evidence and credentials of selected contractors 3. Inspection Reports at 60%, 90% and 100% 4. Certified Completion Report at 100% Construction Complete documentation for vendor payment(s) 5. VIWAPA will provide a monthly report of efforts to provide low-and very low- income persons with employment and training opportunities as per 24 CFR Part 75.25. 6. Monthly reports to document weather, conditions, on-site construction personnel, hours worked, construction equipment used, description of construction activities, photos, and documentation of filed decisions. 7. Punch list of deficiencies that need to be corrected. necessary items

Activity #5 Closeout Phase

The Close Out Phase signals the end of the grant cycle and consists of actions and activities performed across all project management processes to formally complete the project or contractual obligation as specified by HUD's close-out requirements 2 CFR 200.344. and 24 CFR 570.509(a). Subrecipients are reminded of their ongoing post closeout responsibilities under 2CFR200.345.

Closeout Phase Activities
<ul style="list-style-type: none"> The Engineer shall conduct inspections to determine the date or dates of substantial completion and the date of final completion of the contractors' work.
<ul style="list-style-type: none"> Rectify outstanding issues with Environmental, Compliance, and Finance
<ul style="list-style-type: none"> Subrecipient will sign the following: Closeout Letter, Duplication of Benefits Form, P4 reports
<ul style="list-style-type: none"> Create a final inspection and punch list
<ul style="list-style-type: none"> Record Documents: The Engineer shall verify the accuracy of the as-built documents provided by the contractors to ensure they include all Change Orders, Field Instructions, etc. on these documents.
Deliverables:
1. Certification of completion by contractor/architect/engineer (Release of any liens)
2. Final Punch List
3. Final inventory of property that was acquired or improved with CDBG funds. The inventory should identify real property acquired with over \$25,000 of CDBG funds including its current use, to facilitate compliance with requirements for the continuing eligible use of property in 24 CFR 570.505.
4. Final versions of all financial, performance, and other reports that were a condition of the award. These reports may include: <ul style="list-style-type: none"> A final performance or progress report. A financial status report (including all program income). A final request for payment

NOTICE TO PROCEED:

Limited Notice to Proceed 1 (NTP-1):

VIWMA is authorized to complete the following:

1. use their in-house engineering firm to complete up to 30% of design and the environmental assessment.
2. complete cost analysis
3. advertise Request for Proposal (hereinafter "RFP") and receive bids for the design-build firm.
4. VIWMA will be required to comply with 2 CFR pursuant to §200.324 Contract Cost and Price and provide the cost analysis to VIHFA for review and approval.

5. VIWMA may not select a design-build firm or execute contract until the Authority to Use Grant Funds (AUGF) has been issued.

Notice to Proceed 2 (NTP-2):

Upon issuance of the AUGF, VIWMA is authorized to complete the following:

1. select the design-build firm.
2. Before an NTP-3 can be issued, the following must be submitted for VIHFA to review:
 - a. cost analysis
 - b. evaluation committee report
 - c. debarment clearance
 - d. draft contract for the selected design-build firm

Notice to Proceed 3 (NTP-3):

Upon approval of the cost analysis and draft contract, VIWMA is authorized to complete the following:

1. to enter into a contract with a design-build firm
2. to proceed with the 70% and 100% design
3. apply for and secure all required permits.
4. finalize the purchase of the adjacent property.
5. All acquisition activities will be performed by VIWMA. VIWMA will adhere to their procedures for acquisition of properties and the Uniform Relocation Act.

Notice to Proceed 4 (NTP-4):

VIWMA is authorized to complete the following:

1. To begin construction activities after all permits required based on the proposed project design are submitted to and verified by VIHFA.

C. National Objectives

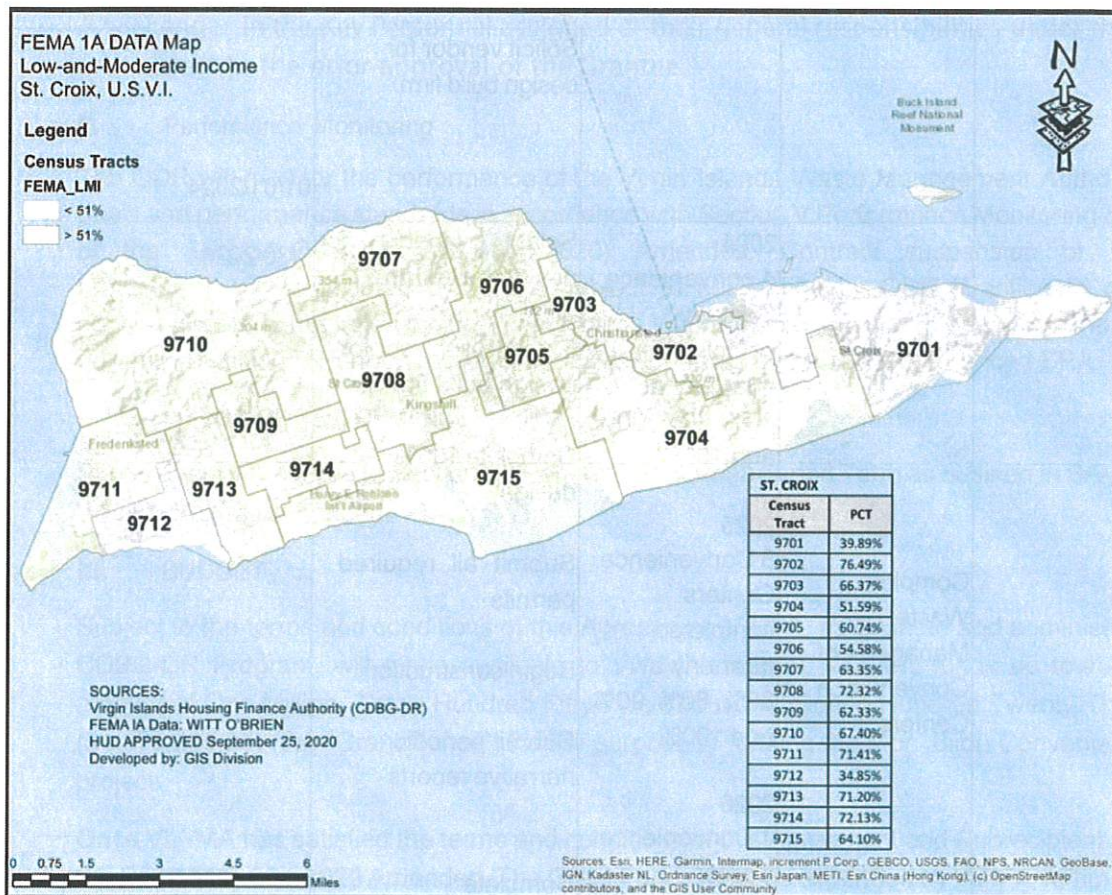
All activities funded with CDBG-DR funds must meet one of the Program's National Objectives as defined in 24 CFR 570.208 as applicable.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet Low- and Moderate-Income Area national objective as defined in 24 CFR 570.208.

Benefit to Low- and Moderate-Income Area Cotton Valley –
East End Quarter, St. Croix, USVI

Census Tract(s): 9707, 9708

Latitude: 17.74N Longitude: 64.78W



C. Performance Measures/Project Milestones and Schedule

The levels of accomplishment shall include such measures as units rehabbed, persons or households assisted, or services provided, and should also include time frames for performance. Unless amended by mutual written agreement by the ODR and the VIHFA, Subrecipient will perform the described tasks in conformance with the schedule.

The Subrecipient agrees to provide the following levels of program activity/services:

Key Activity	Performance Goal	Key performance Indicators	Milestones	Estimated Schedule
Completion of Waste Management Convenience Centers	Waste Management Convenience Center in Active Construction	All Convenience Centers in Active Construction by end of 1 st Qtr. 2024.	Complete 30% design and environmental AUGF approved.	10/01/2023- 03/31/24

PROJECT BUDGET FORM

FORM: CDBGDR-PBUDGT-04-13-19

Effective Date:

SECTION I - PROJECT INFORMATION

Subrecipient Name: Virgin Islands Waste Management Authority	Project Name: St. Croix Convenience Center - Cotton Valley Location
Subrecipient Agreement Number: SA-DR(WMA)-04-2020	Project Number: I-IRR-WMA-COTTONVALLEY

(Complete the below detailed budget. Attach a second sheet if additional space/detail is needed. Include the cost estimate when submitting the application.)

SECTION II - BUDGET INFORMATION

CATEGORY	CDBG-DR BUDGET	OTHER SOURCES OF FUNDS			TOTAL COST
Program Administration (At the discretion of the grantee)					
Budget Item A	0.00				\$ 0.00
Budget Item B	0.00				\$ 0.00
Total Program Administration	\$ 0.00				\$ 0.00
Project Cost (Direct)					
Sitework	564,407.90				\$ 564,407.90
Design	74,563.23				\$ 74,563.23
Pavement	150,000.00				\$ 150,000.00
Fencing	191,065.00				\$ 191,065.00
Facilities	132,450.00				\$ 132,450.00
Subtotal Project Cost (Direct)	\$ 1,112,486.13				\$ 1,112,486.13
Project Cost (Activity Delivery Cost)					
Environmental Assessment	26,652.00				\$ 26,652.00
Project Management	40,097.17				\$ 40,097.17
Subtotal Project Cost (Activity Delivery Cost)	\$ 66,749.17				\$ 66,749.17
TOTAL PROJECT COST	\$ 1,179,235.30				\$ 1,179,235.30
Indirect Cost					
	\$ 0.00				\$ 0.00
Planning					
Budget Item A	0.00				\$ 0.00
Budget Item B	0.00				\$ 0.00
Budget Item C	0.00				\$ 0.00
Total Planning Cost	\$ 0.00				\$ 0.00
TOTAL	\$ 1,179,235.30				\$ 1,179,235.30

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Office of Disaster Recovery

8000 Nisky Center, Suite 1 St.
Thomas, VI 00802 Telephone:
(340) 202-1221

[Email] _____

Website: <https://www.usviodr.com/>

Virgin Islands Waste Management Authority

Roger E. Merritt, Jr.,
Executive Director
7410 Estate Bovoni, Bay
2 St. Thomas, VI 00802
Telephone: (340) 715-

9100 Email:
rmerritt@viwma.org

Website: <https://www.viwma.org>

V. SPECIAL CONDITIONS

The Subrecipient agrees to comply with Section XII, Other Conditions Imposed by the VIHFA of the SRA and all mitigation measures identified in the Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Section XI (A) of SA-CDBGDR-WMA- 004-2020 Amended.

B. Grantee Recognition

The Subrecipient shall insure recognition of the role of the VIHFA in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

C. Amendments

The ODR or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved. Such amendments shall not invalidate this Agreement, nor relieve or release the ODR or Subrecipient from its obligations under this Agreement.

ODR may, in its discretion, amend this Agreement 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 services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both ODR and Subrecipient.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to comply with Section XI (D) (E) of SA-CDBGDR-WMA-004-2020 Amended.

B. Documentation and Record Keeping

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, in accordance with Section XI (F)(G) of SA-CDBGDR-WMA-004-2020 Amended.

Insurance and bonding shall be provided in accordance with Section XI. I. Insurance and Bonding.

C. Reporting and Payment Procedures

The Subrecipient shall submit regular Progress Reports to ODR, monthly, in the form, content, and frequency of SA-CDBGDR-WMA-004-2020 Amended, as required by the VIHFA.

1. Program Income and Indirect Cost

Program income shall be reported in accordance with Section VI (B) of SA-CDBGDR-WMA-004- 2020 Amended.

Any indirect costs charged must be consistent with the conditions of Section VI (C) of SA-CDBGDR-WMA-004-2020 Amended. In addition, ODR shall require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by ODR. Any amendments to the budget must be approved by the VIHFA.

2. Payment Procedures

Payments of eligible expenses shall be made against the line-item budgets specified in Section VIII of SA-CDBGDR-WMA-004-2020 Amended and in accordance with work performed. All Project costs must be supported with source documentation, including but is not limited to purchase orders, invoices, cancelled checks, evidence of electronic payments, et. al and submitted to ODR for review and concurrence. Expenses for Project Cost (Activity Delivery Cost) shall also be paid against the line-item budgets specified in Section I. (F) Paragraph III of this Project Agreement and in accordance with performance.

3. Progress Reports

As provided in Section V of SA-DR(WMA)-004-2020 Amended, VIWMA will provide VIODR a Monthly Status Report (MSR) on the fifteenth day of each month. A final project status report must be submitted when all activities are completed, all funds drawn, and monitoring report(s) cleared, prior to project close out.

D. Procurement

1. Compliance

The Subrecipient procurement shall comply with SRA Section XI (N) of SA-CDBGDR-WMA-004- 2020 Amended.

VIHFA approved policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the VIHFA upon termination of this Agreement.

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

2. Travel

The Subrecipient shall obtain written approval from ODR for any travel outside the territory with funds provided under this Agreement.

VIII. ENVIRONMENTAL CONDITIONS

The Subrecipient shall comply with Section XI (S) of SA-CDBGDR-WMA-004-2020 Amended.
insofar as they apply to the performance of this Agreement.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect. (SA-CDBGDR-WMA-004-2020 Amended Section XII (Q))

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

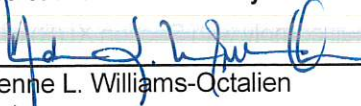
XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the ODR and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the ODR and the Subrecipient with respect to this Agreement.

Date _____


IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Office of Disaster Recovery

By 
Adrienne L. Williams-Octalien
Director

Date: 4/12/2024

Attest:



Virgin Islands Waste Management
Authority

By 
Roger E. Merritt, Jr.
Executive Director

Date: 4/05/2024

Attest:

Alice V. Krall