

*Virginia Department of Environmental Quality
ARPA Grant #2022AP-09*

**SUBRECIPIENT AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA
AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

ARPA Grant No.: 2022AP-09

SUBRECIPIENT AGREEMENT BETWEEN

DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 EAST MAIN STREET

RICHMOND, VA 23219

TOWN OF COLONIAL BEACH

315 DOUGLAS AVENUE

COLONIAL BEACH, VA 22443

and

THIS AGREEMENT (“AGREEMENT”) FOR THE COMMONWEALTH OF VIRGINIA’S (“VIRGINIA”) AMERICAN RESCUE PLAN ACT (“ARPA”) STATE AND LOCAL FISCAL RECOVERY FUND (“SLFRF”) IMPLEMENTATION is made and entered into the [Insert day] day of [Insert month] 20[Insert year], by and between **the Department of Environmental Quality** (“Department”), and the **Town of Colonial Beach** (“Subrecipient”) (each a “Party” and jointly the “Parties”). This Agreement shall become effective on the date (“Effective Date”) this contract is signed by the Department.

The Award Terms and Conditions of this Agreement sets forth the compliance obligations for the Subrecipient pursuant to the SLFRF statute, the Office of Management and Budget’s Uniform Guidance, the United States Department of the Treasury’s updated final rule (31 CFR Part 35), applicable Federal laws and regulations, and applicable state laws, including acts appropriating ARPA funds to the Department to administer.

Pursuant to Section k of 2021 Special Session II Va. Acts Ch. 1, titled “CSOs and Wastewater”, as amended by 2022 Special Session I Va. Acts Ch. 1 Item 479.20, the General Assembly appropriated certain ARPA funds received by the Commonwealth to the Department to administer for investments in wastewater infrastructure, nutrient removal technology, and other eligible infrastructure improvements (the “Fund”). In addition, in 2022 Special Session I Va. Acts Ch. 2 Item 486 under the heading “Drinking Water, Wastewater, and CSOs” the General Assembly appropriated additional ARPA funds received by the Commonwealth to the Department to administer which are also part of the “Fund”

The Subrecipient has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance the cost of the Eligible Project, which consists of the design and construction of wastewater infrastructure or other infrastructure as described herein. The Subrecipient will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

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This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Subrecipient of provisions for the long-term responsibility and maintenance of the infrastructure installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, including the recitals set forth above which are a material part of this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Agreement between the Department and the Subrecipient, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Subrecipient authorized by resolution, ordinance or other official act of the governing body of the Subrecipient to perform the act or sign the document in question.

(c) “Eligible Project” means all grant eligible items of the particular project described in Exhibit A to this Agreement to be designed and constructed by the Subrecipient with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(d) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(e) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Subrecipient such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(f) “Grant” means the particular grant described in Section 4.0 of this Agreement, with

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(i) “Project Engineer” means the Subrecipient’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Subrecipient as the Subrecipient’s engineer for the Eligible Project in a written notice to the Department.

(j) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Subrecipient. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

ARTICLE II **SCOPE OF PROJECT**

2. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III **SCHEDULE**

3. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

ARTICLE IV **COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$5,700,000.00** and represents the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by written agreement of the Parties to reflect changes to the Eligible Project the Total Eligible Project Budget. or

4.1. Payment of Grant. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget

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the Total Eligible Project Budget, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Subrecipient in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Upon receipt from the Subrecipient of the certificate specified in Section 4.5, certification that the Eligible Project will be maintained for the useful service life of the installed facilities, and a final requisition detailing all retainage to which the Subrecipient is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Subrecipient of the final payment from the Grant.

4.3 Application of Grant Funds. The Subrecipient agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs.

4.4. Agreement to Complete Project. The Subrecipient agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the

schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5 Notice of Substantial Completion. When the Eligible Project has been completed, the Subrecipient shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6 Timing of Costs Incurred and Return of Funds. The Subrecipient agrees that the Grant may only be used to cover costs incurred and expended during the period beginning March 3, 2021 and ending December 31, 2026. The Subrecipient agrees that the final date upon which funds may be expended is December 31, 2026. The Subrecipient agrees to return funds not expended by December 31, 2026.

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ARTICLE V **MATERIAL BREACH**

5.0. Material Breach. Any failure or omission by the Subrecipient to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

5.1. Notice of Material Breach. If at any time the Subrecipient determines that it is unable to perform its obligations under this Agreement, the Subrecipient shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

5.2 Extraordinary Conditions.

(a) The Subrecipient may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement, except as required by Article 4.6 or Federal law or regulation, that the alleged non-performance was due to Extraordinary Conditions, provided that the Subrecipient:

(i) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(ii) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions and the measures taken to cure the conditions no later than 10 days after the discovery of the Extraordinary Conditions

days after the discovery of the Extraordinary Conditions.

(b) If the Department disagrees that the events or circumstances described by the Subrecipient constitute Extraordinary Conditions, the Department must provide the Subrecipient with a written objection within sixty (60) days of Subrecipient's notice under paragraph 5.3(a)(2), together with an explanation of the basis for its objection.

5.3 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Subrecipient shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Subrecipient agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

ARTICLE VI GENERAL PROVISIONS

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6.3 Funds Pass-Through. The Department agrees to transfer the SLFRF award fund(s) to the Subrecipient in accordance with Article IV of this agreement and promptly upon the Department's allotment of such funds from the Department of Planning and Budget ("DPB"); the Department's receipt of such funds from the Department of Accounts ("DOA"); and the compliance of the Subrecipient with any and all prerequisites of the acceptance of these funds, including those specified in Article IV of this agreement (i.e. certifications, proof of eligible expenditures, etc.).

6.4 SAM.gov Requirements. Subrecipient is required to register on System for Award Management ("SAM") at <https://www.sam.gov> pursuant to 2 CFR Part 25. Required SAM.gov information can be found online. Subrecipient must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year *if* (1) the Subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public.

6.5 Reporting and Recordkeeping Requirements. Program and/or project quarterly reporting is required as outlined in Exhibit F. Subrecipients must maintain records and financial documents relating to its Eligible Project Costs and services provided under this Agreement for five (5) years after all funds have been expended, returned to the Department or upon termination of this agreement. The Department shall have access to all subrecipient's records relating to its Eligible Project Costs and services under this Agreement including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. Subrecipient agrees

to provide the Department with copies of such records at no expense upon request. Further, Treasury may request transfer of records of long-term value at the end of five years. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient agrees to provide or make available such records to the Department upon request. Subrecipient must cooperate and provide reasonable assistance to authorized representatives of the Department. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Subrecipient, for the purpose of ensuring that the provisions of this Agreement are properly carried out. The Subrecipient also agrees to furnish any records or documents necessary for the Department to carry out its reporting requirements for the ARPA funds.

6.6 Single Audit. Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200 Subpart F regarding audit requirements. Note that the Compliance Supplement provides

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6.7 Internal Controls. Subrecipient must:

(a) Establish and maintain effective internal controls over the SLFRF award that provides reasonable assurance that the Subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

(b) Comply with Federal statutes, regulations, and the terms and conditions of the SLFRF award.

(c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information.

6.8 Sub-awardee/Vendor Monitoring. The Subrecipient, when passing funds along to another subrecipient (or "Sub-awardee") or contractor, must:

(a) Ensure that the agreement is clearly identified as a Sub-awardee or subcontractor subaward and includes all the requirements of 2 CFR 200.332 referenced throughout this Agreement.

(b) Evaluate each Sub-awardee's risk for noncompliance as required by 2 CFR

200.332

(c) Monitor the activities of the Sub-awardee, or contractor, as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332 are met, including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings. Monitoring must include:

(i) Reviewing financial and performance reports required by the pass-through entity.

(ii) Following-up and ensuring that the Sub-awardee, or contractor, takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-awardee, or contractor, from the pass-through entity detected through audits, on-site reviews, and other means.

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reports, performing site visits, and maintain regular contact with subrecipients. The Sub-awardee must establish requirements to ensure compliance with its subrecipients as required by 2 CFR 200.332. The Sub-awardee must ensure that all transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with 2 CFR 200.332.

6.9 Procurement, Suspension & Debarment. Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Subrecipients must ensure adherence to all applicable local, State, and Federal procurement laws and regulations.

6.10 Compliance with Applicable Law. Subrecipient agrees to comply with all applicable federal, state, and local law. This includes environmental and permitting laws and regulations.

6.11 Eligible Project to be Technically Sound. Subrecipient agrees that all projects will be undertaken and completed in a manner that is technically sound, meaning that they must meet design and

construction methods and use materials that are approved, codified, recognized, fall under standard or acceptable levels of practice, or otherwise are determined to be generally acceptable by the design and construction industry.

6.12 Civil Rights Compliance. Subrecipient and its vendors or contractors are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Treasury Department's implementing regulations at 31 CFR part 200.

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6.14 Return of Unexpended SLFRF Awards. If all of the SLFRF award is not expended by the end of the identified performance period, Subrecipient is obligated to return unexpended funds to the Department. The Commonwealth and the Department, shall coordinate to accomplish the return of such funds in a timely manner in accordance with the SLFRF Treasury Final Rule.

6.15 Capital Expenditures. Among other requirements contained in 2 CFR 200, Appendix II, all contracts made by a recipient or subrecipient in excess of \$100,000 with respect to a capital expenditure that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).

6.16 Further Cooperation. The Parties shall cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement.

6.17 Term. This Agreement shall be effective on the date it is executed by the Department and shall terminate upon final reimbursement to the Subrecipient.

6.18 Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision. The Subrecipient further agrees to comply with all laws and regulations applicable to the Subrecipient's performance of its obligations pursuant to this agreement.

6.19 Entire Agreement; Amendments. This Agreement contains the entire integrated

agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals, and writings. No alterations, amendments, or modifications may be made to this Agreement except by a writing signed by both Parties and attached hereto. This Agreement may be modified by agreement of the Parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

6.20 Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

6.21 Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its

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6.24. Non-Waiver. No waiver by the Department of any one or more defaults by the Subrecipient in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

6.25. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

6.26. Conflict of Interest. The Subrecipient warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

6.27. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23219

RICHMOND, VA 23218

Attn: CWFAP Program Manager

Subrecipient: Town of Colonial Beach
315 Douglas Avenue
Colonial Beach, VA 22443
Attn: Robin Schick

6.28. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the Parties hereto, and their respective legal representatives, successors and assigns.

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IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____ Date _____
Alvie Edwards
Director of Administration
(804) 898-9883
alvie.edwards@deq.virginia.gov

TOWN OF COLONIAL BEACH

By: _____ Date _____
Robin Schick

Mayor
(540) 604-0609
rschick@colonialbeachva.gov

Lisa Okes
Director of Finance/CFO
(540) 604-7771
lokes@colonialbeachva.gov

Date

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**SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Subrecipient: Town of Colonial Beach

ARPA Grant No.: 2022AP-09

Project Description:

This project addresses aging and failing infrastructure and mitigates potential infiltration and inflow issues with sewer infrastructure within the project area. This project consists of two components.

Central Drainage Area Waterline Improvements and Sewer Replacement

- Removal and replacement of approximately 2,270 linear feet of 8-inch and 12-inch gravity sewer.
- Installation of approximately 375 linear feet of 8-inch and 12-inch gravity sewer.
- Rehabilitation of approximately 135 linear feet of 12-inch gravity sewer.
- Reconnection and reinstatement of active laterals.
- Replacement and rehabilitation of existing manholes

- replacement and rehabilitation of existing manholes.
- Installation of new manholes.
- Replacement of an existing conflict manhole.
- Installation of approximately 1,020 linear feet of new 6-inch and 8-inch waterline.
- Installation of new water service lines and meter assemblies, installation of new fire hydrants.
- All required appurtenances and surface restoration.

Infiltration and Inflow Testing and Construction

- Field testing; camera testing; and dye testing as needed, of sewer infrastructure throughout 5 pump station drainage areas: PS7 – Horton Street, PS8 – Monroe Street, PS9 – Billinsley Street, PS10 – Rescue Squad, PS19 – 12th Street.
- Manhole inspections in all identified subbasins.
- Light pipe cleaning with high pressure equipment.
- Removal and replacement of 8-inch, 10-inch, and 18-inch gravity sewer and associated laterals.

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EXHIBIT B

TOTAL PROJECT BUDGET

Subrecipient: Town of Colonial Beach

ARPA Grant No.: 2022AP-09

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category/Project Name	Total Project Cost	This ARPA Grant
Planning & Professional Services	\$ 1,254,049.50	\$ 1,254,049.50
Construction	\$ 3,872,451.28	\$ 3,872,451.28
Contingency	\$ 573,499.22	\$ 573,499.22
TOTALS	\$ 5,700,000.00	\$ 5,700,000.00

Note: Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.

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EXHIBIT C

PROJECT SCHEDULE

Subrecipient: Town of Colonial Beach

ARPA Grant No.: 2022AP-09

The Subrecipient has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Subrecipient to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline	Note
Central Drainage Area Waterline Improvements and Sewer Replacement	Engineering procurement/Design	June 2022	Complete
	Complete review of 95% drawings	August 2022	Complete
	RFP/Submittals reviewed/Contract awarded	March-April 2023	Complete

	Notice to Proceed	May 2023	Complete
	Construction	June-November 2023	Complete
Infiltration and Inflow Testing	RFP for Testing of 5 subbasin areas	May-June 2024	
	Review submissions/Award contract	June 2024	
	Begin project to awarded contractor	June 2024	
	Testing project (field) complete	December 2024	
	Project completion	March 2025	
Infiltration and Inflow Construction	Engineering procurement/Design	March-April 2025	
	Plans & specifications approval	May 2025	

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The Subrecipient has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
January – March 2024	
April – June 2024	
July – September 2024	
October – December 2024	
January – March 2025	
April – June 2025	
July – September 2025	
October – December 2025	
January – March 2026	
April – June 2026	
July – September 2026	
October – December 2026	

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EXHIBIT D

REQUISITION FOR REIMBURSEMENT

(To be on Subrecipient's Letterhead)

Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Program Manager

RE: American Rescue Plan Act Wastewater Grant

ARPA Grant No.: 2022AP-09

Dear Program Manager:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Virginia Department of Environmental Quality and _____. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Subrecipient hereby requests disbursement of grant proceeds under the Grant

Agreement in the amount of \$ _____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Documentation required by Section 4.2 of this agreement relating to the items for which payment is requested is attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Subrecipient for the payment of Eligible Project Costs that fall within the period outlined in Section 4.6 of this agreement.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

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Schedule 1

American Rescue Plan Act Wastewater Fund

Form to accompany request for reimbursement

Requisition # _____

Subrecipient: Town of Colonial Beach

ARPA Grant No.: 2022AP-09 Certifying Signature: _____ Title: _____

Cost Category	Original Budget	Previous Disbursements	Net Balance Available	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining
Planning & Professional Services						
CDA Engineering Services (Dewberry)	\$ 153,680.00	\$ -	\$ 153,680.00	\$ -	\$ -	\$ 153,680.00
I&I Engineering Services (Dewberry)	\$ 951,498.00	\$ -	\$ 951,498.00	\$ -	\$ -	\$ 951,498.00
Inspection Services	\$ 68,662.50	\$ -	\$ 68,662.50	\$ -	\$ -	\$ 68,662.50
I&I Testing from 2022	\$ 80,209.00	\$ -	\$ 80,209.00	\$ -	\$ -	\$ 80,209.00
Sub-Total	\$ 1,254,049.50	\$ -	\$ 1,254,049.50	\$ -	\$ -	\$ 1,254,049.50
Construction						
CDA Construction	\$ 2,500,421.28	\$ -	\$ 2,500,421.28	\$ -	\$ -	\$ 2,500,421.28
I&I Construction	\$ 1,372,030.00	\$ -	\$ 1,372,030.00	\$ -	\$ -	\$ 1,372,030.00
Sub-Total	\$ 3,872,451.28	\$ -	\$ 3,872,451.28	\$ -	\$ -	\$ 3,872,451.28
Contingency						
Original I&I Contingency	\$ 480,210.50	\$ -	\$ 480,210.50	\$ -	\$ -	\$ 480,210.50
Additional I&I Contingency	\$ 93,288.72	\$ -	\$ 93,288.72	\$ -	\$ -	\$ 93,288.72
Sub-Total	\$ 573,499.22	\$ -	\$ 573,499.22	\$ -	\$ -	\$ 573,499.22
TOTALS	\$ 5,700,000.00	\$ -	\$ 5,700,000.00	\$ -	\$ -	\$ 5,700,000.00

Total Grant Amount: \$5,700,000.00

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Certificate of the Project Engineer

Form to Accompany Request for Reimbursements (not applicable to SLPP Subawards)

Subrecipient: Town of Colonial Beach

ARPA Grant No.: 2022AP-09

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20 __, submitted by the _____ (the "Subrecipient") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

(Project Engineer)

(Date)

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**SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

EXHIBIT E

PASS-THROUGH INFORMATION REQUIREMENTS

The following pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of 2 CFR 200.332 and per 2 CFR 200.1 of the Uniform Guidance. The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Subrecipient's Name: Town of Colonial Beach
- (ii) Subrecipient's Unique Entity Identifier (UEI): W7DSJ4G7YLN5
- (iii) Federal Award Identification Number: SLFRP1026
- (iv) Federal Award Date: May 18, 2021
- (v) Subaward Period of Performance Start and End Date:
Start Date is Date of this Agreement; End Date is December 31, 2026

- (vi) Subaward Budget Period Start and End Date: March 3, 2021; End Date is December 31, 2026
- (vii) Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient: \$5,700,000.00
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation: \$5,700,000.00
- (ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): This project addresses aging and failing infrastructure and mitigates potential infiltration and inflow issues with sewer infrastructure within the project area. This project consists of two components: central drainage area waterline improvements and sewer replacement and infiltration and inflow testing and construction.
- (x) (A) Name of Federal Awarding Agency: U.S. Department of the Treasury

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- (xii) Identification of Whether the Award is R&D: Not R&D Award
- (xiii) Indirect Costs for the Federal Award: *Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Indirect cost rate for the Federal award (including if the de minimis rate of 10% is charged) per §200.414. N/A – no indirect costs are requested in the Subrecipient’s grant budget for this SLFRF award.*

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**SUBRECIPIENT AGREEMENT
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EXHIBIT E-2

**ADDITIONAL PASS-THROUGH INFORMATION REQUIREMENTS FOR SLFRF
INFRASTRUCTURE PROJECTS (EC.5)**

The following additional pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of State and Local Fiscal Recovery Fund Infrastructure Projects (EC.5) and the Federal Funding Accountability and Transparency Act (FFATA). The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Median Household Income and Lowest Quintile of Area Served by the Subaward: \$55,731 and \$14,375
- (ii) National Pollutant Discharge Elimination System (NPDES) Permit of Facility Involved in the Subaward Project, If Applicable; VA0026409
- (iii) Federal Award Subaward Number, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): 2022AP-09

- (iv) Executive Compensation Data, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): In the Preceding Year, Did your Business or Organization Receive (1) 80 Percent or More of your Annual Gross Revenues in U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements; and (2) \$25,000,000 or More in Annual Gross Revenues from U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements?: NO
- a. If “YES”, Provide the Name of and Total Compensation for the Organization’s Five Highest Paid Officers, If Not Already Publicly Listed or Otherwise Listed in SAM.gov:
N/A
- (v) Infrastructure Projects with Total Expected Costs Over \$10,000,000:
- a. Do you certify that “all laborers and mechanics employed by contractors and

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- i. If “NO”, Provide:
1. Number of employees of contractors and sub-contractors working on the project: N/A
 2. Number of employees on the project hired directly: N/A
 3. Number of employees on the project hired through a third party: N/A
 4. Are any of the wages at rates less than those prevailing?: N/A
 5. The wages and benefits of workers on the project by classification: N/A
- b. Do you certify that “the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C.158(f))?”: N/A
- i. If “NO”, Answer:
1. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training?: N/A
 2. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project?:
N/A
 3. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30)?: N/A

4. Will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market?: N/A
5. Does the project have a completed project labor agreement?: N/A
6. Does the project prioritize local hires?: N/A
7. Does the project have a Community Benefit Agreement, with a description of any such agreement?: N/A

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EXHIBIT F

QUARTERLY REPORTING REQUIREMENTS

On a quarterly basis, DEQ will report the following information for all ARPA subaward projects utilizing the information provided in Exhibits E and E-2, with the exception of the quarterly obligation, expenditure amounts, and additional programmatic data specific to Septic Local Partner Program (SLPP) subawards:

Below are the reporting requirements for subawards under \$50,000.

- Obligation amount (if applicable)
- Expenditure amount (if applicable)

Below are the reporting requirements for subawards over \$50,000.

- Unique Entity Identifier (UEI)
- Payee contact information
- Subaward date
- Subaward amount
- Subaward description
- Primary place of performance information

- Quarterly obligation amount
- Quarterly expenditure amount
- Subrecipient gross revenue information
 - Percentage of gross revenue from Federal contracts (Y/N above 80%)
 - Amount of gross revenue from Federal contracts (Y/N above \$25,000,000)
- Subrecipient executive compensation details if required.
- Additional programmatic data based on Expenditure Category

Subrecipients are required submit Exhibit F-2, Quarterly Reporting Re-Certification Statements, on a quarterly basis, re-certifying that the information provided to DEQ in Exhibits E and E-2 remain accurate and applicable to the subaward project.

For Septic Local Partner Program subawards only, subrecipients must provide, on a quarterly basis using Exhibit F-3, the following information for each property receiving cost-share assistance:

- Latitude/longitude in decimal degrees

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SLFRF Key Reporting Deadlines

Below are the deadlines for the Project and Expenditure Reports.

Quarterly Report	Year	Quarter	Period Covered	Due Date
1	2024	1	January 1 – March 31	April 5, 2024
2	2024	2	April 1 – June 30	July 5, 2024
3	2024	3	July 1 – September 30	October 5, 2024
4	2024	4	October 1 – December 31	January 5, 2025
5	2025	1	January 1 – March 31	April 5, 2025
6	2025	2	April 1 – June 30	July 5, 2025
7	2025	3	July 1 – September 30	October 5, 2025
8	2025	4	October 1 – December 31	January 5, 2026
9	2026	1	January 1 – March 31	April 5, 2026
10	2026	2	April 1 – June 30	July 5, 2026
11	2026	3	July 1 – September 30	October 5, 2026
12	2026	4	October 1 – December 31	January 5, 2027

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SUBRECIPIENT AGREEMENT
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EXHIBIT F-2

QUARTERLY REPORTING RE-CERTIFICATION STATEMENTS

Subrecipient: Town of Colonial Beach

ARPA Grant No.: 2022AP-09

I certify:

1. The information submitted in Exhibit E on (Enter Date Here) remains accurate and applicable to this subaward; and,
2. The information submitted in Exhibit E-2 on (Enter Date Here) remains accurate and applicable to this subaward.

(Authorized Representative)

(Date)

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**SUBRECIPIENT AGREEMENT
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EXHIBIT F-3

LETTER OF AGREEMENT

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COMMONWEALTH of VIRGINIA
Department of Health
P O BOX 2448
RICHMOND, VA 23218

Colin M. Greene, MD, MPH
Acting State Health Commissioner

TTY 7-1-1 OR
1-800-828-1120

This Letter of Agreement, entered into October 23, 2022 by and between Virginia Department of Health, Office of Drinking Water, 109 Governor Street, Richmond, Virginia, hereinafter called "VDH" and Virginia Department of Environmental Quality, Clean Water Financing and Assistance Program, 1111 E. Main Street, Suite 1400, Richmond, Virginia, hereinafter called "DEQ".

Project Description: DEQ and VDH desire to enter into an Agreement to provide services as required by Item 486.f.6 of the 2022 Budget Bill for water and wastewater improvements for the City of Petersburg's upgrades at Poor Creek Pump Station for \$29,551,500; Item 486.f.3 for the Town of Quantico's water and sewer upgrades for \$17,000,000; and to the Town of Colonial Beach for water and sewer upgrades for \$5,700,000, hereinafter "Agreement Funds."

Period of Agreement: From execution date of VDH signature through December 31, 2026 or as otherwise extended by the United States Department of Treasury.

Scope of Project: VDH shall perform permitting, inspections, and authorizations for DEQ to distribute funding for the portion of funding directed to drinking water improvements. DEQ shall perform all work and distribute funding for the wastewater projects.

Compensation: No monetary funding is exchanged for these services.

TERMS AND CONDITIONS:

- A. **SMOKE-FREE ENVIRONMENT:** VDH and DEQ agree to adhere to Public Law 103-277, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for an entity adjusted routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are

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- C. **INTEGRATION AND MODIFICATION:** This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both VDH and DEQ.
- D. **RECORDS AVAILABILITY:**
VDH and DEQ agree to maintain complete and accurate books and records related to this project, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after project completion. VDH also agrees to furnish any records or documents necessary for DEQ to fulfill reporting requirements.
- E. **INTERNAL CONTROLS:**
VDH and DEQ shall:
- Maintain effective internal controls over the Agreement Funds that provides reasonable assurance that both parties are managing the funding in compliance with Federal statutes and regulations.
 - Comply with Federal statutes and regulations.
- F. **APPLICABLE LAWS AND COURTS:** VDH and DEQ will resolve any issue of controversy arising from the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

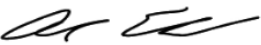
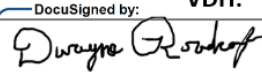
- G. **BACKGROUND CHECKS:** VDH and DEQ will require a background check for staff assigned to any resulting agreement. In the event of any staff turnover or staff reassignments, VDH and DEQ shall notify the other party. VDH shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. DEQ shall submit the appropriate background check forms and have background checks obtained for any proposed new staff member.

- H. **CANCELLATION OF AGREEMENT:** VDH and DEQ each reserve the right to cancel and terminate this Agreement, in part or in whole, without penalty, upon 30 days written notice.

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- J. **CONTINUITY OF SERVICES:** DEQ and VDH recognize that the services under this agreement are vital and must be continued without interruption and that, upon agreement expiration, a successor, either DEQ or VDH, may continue them. VDH and DEQ agree to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

DEQ:		VDH:	
By:		By:	
Title:	Director of Administration	Title:	ENV HEALTH DIR
Date:	10/19/22	Date:	10/23/2022 12:18:02 PM EDT

