

INTRODUCED: May 13, 2024

AN ORDINANCE No. 2024-131

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept grant funds in the amount of \$50,000,000.00 from the Virginia Department of Environmental Quality and to appropriate the increase to the Fiscal Year 2023-2024 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Utilities' Combined Sewer Overflow project in the Utilities category by \$50,000,000.00 for the purpose of funding the Combined Sewer Overflow project.

Patrons – Mayor Stoney and Vice President Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 28 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to accept grant funds in the amount of \$50,000,000.00 from the Virginia Department of Environmental Quality for the purpose of funding the Combined Sewer Overflow project.

§ 2. That the funds received from the Virginia Department of Environmental Quality are hereby appropriated to the Capital Budget for the fiscal year commencing July 1, 2023, and

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 28 2024 REJECTED: _____ STRICKEN: _____

ending June 30, 2024, by increasing the estimated revenues by \$50,000,000.00, increasing the amount appropriated for expenditures by \$50,000,000.00, and allotting such sum to the Department of Public Utilities' Combined Sewer Overflow project in the Utilities category by \$50,000,000.00 for the purpose of funding the Combined Sewer Overflow project.

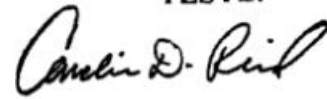
§ 3. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

A TRUE COPY:

TESTE:



City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0369

File ID: Admin-2024-0369	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 04/24/2024
Subject:	Final Action:	
Title:		

Internal Notes:

Code Sections:

Agenda Date: 05/13/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-0369 CSO 02B ARPA Grant Agreement for subrecipient signature - Richmond UPDATED, Admin-2024-0369 CSO 02B ARPA Ordinance

Enactment Number:

Contact:

Introduction Date:

Drafter: John.Vaughan@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/26/2024	April Bingham	Approve	4/29/2024
Notes: Hi Meghan - this is for the CSO Program and represents ARPA dollars from the state.					
1	2	4/26/2024	Meghan Brown	Approve	4/30/2024
1	3	4/26/2024	Michael Nguyen	Approve	4/30/2024
1	4	4/26/2024	Jeff Gray	Approve	4/30/2024
1	5	4/30/2024	Lincoln Saunders	Approve	5/7/2024
1	6	5/7/2024	Mayor Stoney	Approve	5/20/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-0369

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE:

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Acting Director of Budget & Strategic Planning

THROUGH: April N. Bingham, Director of Public Utilities

FROM: Billy Vaughan, Department of Public Utilities

RE: TO AMEND THE FY 2024 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET AND TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ACCEPT AND APPROPRIATE FUNDS FROM THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF ENVIRONMENTAL QUALITY IN THE AMOUNT OF \$50,000,000.00 FOR THE COMBINED SEWER OVERFLOW PROJECT.

ORD. OR RES. No.

PURPOSE: To amend Ord. No. 2023-073 adopted May 8, 2023, which adopted the Capital Improvement Plan for FY 2024, and to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$50,000,000.00 from the Commonwealth of Virginia, Department of Environmental quality and appropriate the revenues by amending the FY2024-2028 Capital Improvement Plan (CIP) Budget for the Combined Sewer Overflow project.

BACKGROUND: Richmond's combined sewer system (CSS) serves approximately 12,000 acres and is comprised of 25 active outfalls.

For the past 50 years, the City has been proactively improving the CSS and the Wastewater Treatment Plant (WWTP), with approximately \$780 million invested (adjusted to 2024 dollars) to reduce combined sewage volume and bacteria discharged to improve water quality in the James River.

In 2020, the Virginia General Assembly enacted Senate Bill 1064 (2020 Combined Sewer Overflow (CSO) Law). The 2020 CSO Law establishes specific timeframes for the development and implementation of an Interim Plan and a Final Plan to satisfy the requirements of any existing Special Order by Consent that has been issued for the CSS. The City of Richmond has developed and submitted this Interim Plan and is finalizing the Final Plan for submission by the July 1, 2024 deadline. The City has an existing “Special Order by Consent” with the Virginia Department of Environmental Quality (DEQ) for their combined sewer system that was amended in 2020 to incorporate the requirements of the 2020 CSO Law.

The City is in the process of implementing the 10 projects identified in the 2021 Interim CSS Plan. Consistent with the requirements of the 2020 CSO Law, these projects will be completed by 2027. These Interim Plan projects and several other CSO projects are being funded through State ARPA CSO grant funding. The Final Plan projects will further improve CSS performance beyond the post-Interim Plan conditions.

COMMUNITY OUTREACH: DPU has engaged in significant community outreach, both over the life of the forty-plus-year life of the CSO Program, as well more recently over the past two years. These efforts have included a public stakeholder group with two community representatives from each of the nine City Council districts, as well as presentations to City Council standing committees and individual Council District meetings. The stakeholder meetings began in May of 2022 and continued through early 2024. The stakeholders initiated further public outreach to their districts via meetings, newsletters and informal discussion. There has also been significant media outreach to inform the public about this crucial project.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: RESOLUTION No. 2022-R025

FISCAL IMPACT: The FY2024-2028 CIP budget will be amended to accept funds and appropriate \$50,000,000.00 of funds to the Capital Budget in the Wastewater Utility category for the Combined

Sewer Overflow project. All \$50,000,000.00 of the grant amount is subject to a 100% match requirement. The grant amount will be reimbursed in full, at a rate of 50% of eligible expenses until the entire grant amount is expended.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: May 13, 2024

CITY COUNCIL PUBLIC HEARING DATE: May 28, 2024

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

AFFECTED AGENCIES: Department of Public Utilities; Finance Department; Budget and Strategic Planning; copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (J.E. Lincoln Saunders); Deputy Chief Administrative Officer of Operations (Robert Steidel); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.: Amend Ord. No. 2023-073 adopted May 8, 2023

ATTACHMENTS: Subrecipient Agreement for the Commonwealth of Virginia American Rescue Plan Act State and Local Fiscal Recovery Fund implementation

STAFF: Eric Whitehurst, Deputy Department Director, Senior, Department of Public Utilities,
x3780

Bob Stone, Deputy Director Sr., Department of Public Utilities, x8557

Grace LeRose, Program Manager, Department of Public Utilities, x0033

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

ARPA Grant No.: CSO-02B

SUBRECIPIENT AGREEMENT BETWEEN

**DEPARTMENT OF ENVIRONMENTAL QUALITY
1111 EAST MAIN STREET
RICHMOND, VA 23219**

and

**CITY OF RICHMOND DEPARTMENT OF
PUBLIC UTILITIES
730 E. BROAD STREET
6TH FLOOR
RICHMOND, VA 23219**

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 **City of Richmond Department of Public Utilities (“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.

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 such changes thereto as may be approved in writing by the Department and the Subrecipient.

(g) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(h) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Subrecipient) plus any ineligible costs that are solely the responsibility of the Subrecipient, as set forth in Exhibit B to this Agreement.

(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 **\$50,000,000.00** 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 or the Total Eligible Project Budget.

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 (Exhibit B).

4.2. Disbursement of Grant Funds. The Subrecipient will submit to the Department a requisition as defined in 4.2.(a) once each calendar month. Failure to submit requisitions once each calendar month may result in delay or denial of future reimbursements. The Department shall not disburse the Grant

to the Subrecipient for approved eligible reimbursement unless the match requirement, as defined in Section k. 2021 Special Session II Va. Acts Ch.1, has been met. Reimbursements of a minimum of one thousand (\$1,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in 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.

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.

(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

6.1 Acknowledgment of Required Information. In accordance with 2 CFR 200.332 and related Federal requirements for pass-through entities, Subrecipient hereby acknowledges receipt of Exhibit E and E-2 hereto and the additional information set forth therein.

6.2 Fiscal Agent. The Subrecipient agrees to act as the Department's fiscal agent as required for the limited purpose of the ARPA SLFRF award.

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 information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on Office of Management and Budget's (OMB) website: <https://www.whitehouse.gov/omb/office-federal-financial-management>. The Department and Subrecipients should consult the [Federal Audit Clearinghouse](#) to see examples of Single Audit submissions.

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.

(iii) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required.

(d) Verify that every Sub-awardee is audited as required by 2 CFR 200.332. The Sub-awardee must also develop a subrecipient monitoring plan for its subrecipients that addresses monitoring of subrecipients to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of the contract, and that performance goals are achieved. The Sub-awardee's monitoring plan of its subrecipients should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance

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 23. The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.13 Repayment of SLFRF Awards. If the United States or Virginia lawfully requires repayment of some or all of the SLFRF award, Subrecipient agrees to repay such amount to the Recipient for such purpose within twenty (20) days of any such requirement.

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 properties may be bound or affected.

6.22. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Subrecipient of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board or Department. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

6.23. Disclaimer. Nothing in this Agreement shall be construed as authority for either Party to make commitments which will bind the other Party beyond the covenants contained herein.

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 23218
Attn: CWFAP Program Manager

Subrecipient: City of Richmond Department of Public Utilities
730 E. Broad Street
6th Floor
Richmond, VA 23219
Attn: Grace LeRose

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.

6.29. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

6.30. Recoupment of Funds. Failure to abide by the requirements of the Final Rule (31 CFR Part 35,) adopted by the United States Department of the Treasury, may result in recoupment of funds by the United States Department of the Treasury.

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

CITY OF RICHMOND DEPARTMENT OF PUBLIC UTILITIES

By: _____ Date _____
Grace LeRose
Policy Advisor
(804) 646-0033
grace.lerose@rva.gov

April Bingham
Senior Director of Department of Public Utilities
(804) 646-5202
april.bingham@rva.gov

[END OF SIGNATURES]

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

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Subrecipient: City of Richmond Department of Public Utilities

ARPA Grant No.: CSO-02B

Project Description:

This project consists of the seven components described below.

CSO 02B-9 Main PS Improvements:

- Install six (6) new pumps
- Replace the screens at the Grit No. 1 Facility
- Replace/upgrade medium voltage transformers, medium voltage switchgear, medium voltage VFDs, and motor control centers
- Replace/upgrade the building HVAC system to provide six (6) air changes throughout the entire facility.
- Modify the facility to create a new temperature controlled electrical room
- Make minor structural, architectural, and plumbing improvements to meet building code requirements.

CSO 02B-12 Shockoe Retention Basin Improvements – Roof:

- Repair loose concrete seam seals
- Reseal joints both from interior and exterior
- Replace roof above the Operation Facility

CSO 02B-13 Shockoe Diversion Structure Improvements:

- Reattach new wiper seal and torque tube to the downstream side of concrete dam
- Replace disc structure
- Replace skin plate
- Replace torque tube
- Replace end and intermediate bearings and bearing brackets
- Replace side seals
- Replace wiper seal
- Connect existing hydraulic cylinders to the new gates
- Replace controls with new technology

- Replace skew detection system with updated technology

Chimborazo Interceptor Sewer Phase I

- Design and construction of a new 15x10-foot flow diversion chamber that splits the flow to one Dry Weather Flow vortex drop unit and one Weet Weather Flow vortex drop unit.
- Design and construction of a new 20-foot diameter and 100-foot deep drop shaft chamber to convey Dry Weather Flow through a 12-inch ductile iron drop pipe and Weet Weather Flow through a 48-inch ductile iron drop pipe.
- Installation of approximately 450 linear feet of ductile iron pipe and 4 new manholes at the bottom of the 100-foot drop shaft chamber.
- Installation of approximately 400 linear feet of new 60-inch ductile iron sewer using micro-tunneling techniques to connect the existing combined brick sewer at Grace Street and North 32nd Street, new flow diversion chamber, and new drop shaft chamber.

Screening & Grit Removal Facility

- Design and construction of a new screening and grit removal facility with a capacity to treat up to 140 MGD with a new headworks system located closer to the main WWTP operations.
- Installation of new screens and grates at Grit Chamber 1 ahead of Main Pump Station.
- Installation of a new Bar Screen and lift system.
- Installation of new screw and belt conveyors.

WWTP Thickening & Dewatering Improvements

- Replacement of the 4 existing centrifuges with 4 new and more operationally and energy efficient Thickening Centrifuges.
- Replacement of the existing pumps that pump centrifuge thickened sludge to the anaerobic digestion tanks with 4 new Thickened Sludge Pumps.
- Replacement of the existing, inoperable thickening system with a new updated Thickening Polymer System calibrated to the new flow and technology.
- Installation of a new dewatering Centrifuge Platform.
- Replacement of the existing centrifuges with 5 new technology Dewatering Centrifuges.
- Replacement of the existing dewatering system with a new, upsized Liquid Polymer System that utilizes bulk storage tanks, age tanks and polymer feed pumps.
- Replacement of the existing belt system with a new Conveyor System that aligns with the new Dewatering Centrifuges and utilizes both screw and belt conveyors.
- Replacement or improvement of electrical, instrumentation and control, HVAC, plumbing, and structural systems for both the thickening and the dewatering facilities.

Almond Creek Interceptor

- Replacement of approximately 1,000 linear feet of pipe to lower the existing crossing of Almond Creek.

- Installation of gabion baskets and riprap within Almond Creek at the utility crossing location to stabilize the banks and bed of the stream.
- Replacement of the existing Almond Creek Interceptor from just above the creek crossing to the James River siphon inlet chamber with approximately 1,160 linear feet of 30-inch ductile iron pipe with 48-inch casing pipe, 7 new manholes, and 1 concrete-encased stream crossing.

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

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

EXHIBIT B

TOTAL PROJECT BUDGET

Subrecipient: City of Richmond Department of Public Utilities

ARPA Grant No.: CSO-02B

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	VCWRLF Loans (Match)	Other Non-DEQ Funding
Design & Construction Phase Engineering Services	\$ 5,066,327.00	\$ 4,336,786.00	\$ -	\$ 729,541.00
Construction Management & Inspection	\$ 6,766,053.00	\$ 3,966,053.00	\$ -	\$ 2,800,000.00
Construction	\$ 81,540,590.00	\$ 40,170,131.00	\$ -	\$ 41,370,459.00
Design & Construction	\$ 91,054,857.00	\$ -	\$ 91,054,857.00	\$ -
Contingency	\$ 6,627,030.00	\$ 1,527,030.00	\$ -	\$ 5,100,000.00
TOTALS	\$ 191,054,857.00	\$ 50,000,000.00	\$ 91,054,857.00	\$ 50,000,000.00

Notes:

1. Match requirement: All \$50,000,000 of the ARPA grant amount is subject to 100% match requirement. The grant amount will be reimbursed at a rate of 50% of eligible expenses until the entire grant amount is expended.
2. The funding the Department is awarding through this agreement is outlined in the *This ARPA Grant* column in the Total Project Budget table above. The Department is providing additional funding for the Project outside of this Agreement; that additional funding is outlined in the VCWRLF Loans (Match) column in the Total Project Budget table. Only that funding outlined in the This ARPA Grant column is governed by this agreement.
3. Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.

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

EXHIBIT C

PROJECT SCHEDULE

Subrecipient: City of Richmond Department of Public Utilities

ARPA Grant No.: CSO-02B

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
CSO 02B-9 Main PS Improvements	Engineering Procurement & Design	4/2024 – 7/2025	
	Plans & Specification Approval	7/2025	
	Construction Procurement	7/2025 – 12/2025	1
	Construction	1/2026 – 11/2027	2
CSO 02B-12 Shockoe Retention Basin Roof Improvements	Engineering Procurement & Design	Complete	
	Plans & Specification Approval	Complete	
	Construction Procurement	4/2024 – 8/2024	
	Construction	8/2024 – 8/2025	
CSO 02B-13 Shockoe Diversion Structure Improvements	Engineering Procurement & Design	Complete 10/2021	
	Plans & Specification Approval	Complete 2/2023	
	Construction Procurement	Complete 3/2023	
	Construction	June 2023 – July 2026	
Chimborazo Interceptor Sewer Phase I	Engineering Procurement & Design	Complete 5/2024	
	Plans & Specification Approval	Complete 2/2023	
	Construction Procurement	Complete 2/2023	
	Construction	April 2022 – March 2024	
Screening & Grit Removal Facility	Engineering Procurement & Design	Complete	
	Plans & Specification Approval	April 2018	

	Construction Procurement	February 2021	
	Construction	April 2021 – October 2024	
WWTP Thickening & Dewatering Improvements	Engineering Procurement & Design	December 2017	
	Plans & Specification Approval	April 2022	
	Construction Procurement	November 2022	
	Construction	January 2023 – December 2025	
Almond Creek Interceptor	Engineering Procurement & Design	July 2022	
	Plans & Specification Approval	September 2023	
	Construction Procurement	October 2023	
	Construction	May 2024 – June 2025	

Note:

1. Construction contractor may start May/June 2024 if CM at Risk delivery is utilized.
2. Equipment pre-purchase and some construction work may start earlier if CM at Risk delivery is utilized.
3. Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.

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	\$1,573,000
April – June 2024	\$723,000
July – September 2024	\$1,737,000
October – December 2024	\$4,110,000
January – March 2025	\$6,743,000
April – June 2025	\$3,077,000
July – September 2025	\$0
October – December 2025	\$0
January – March 2026	\$18,375,000
April – June 2026	\$13,662,000
July – September 2026	\$0
October – December 2026	\$0

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.: CSO-02B

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,

(Authorized Representative of the Subrecipient)

Attachments

Schedule 1 – Grant Funds

American Rescue Plan Act Wastewater Fund

Form to accompany request for reimbursement

Requisition # _____

Subrecipient: City of Richmond Department of Public Utilities

ARPA Grant No.: CSO-02B Certifying Signature: _____ Title: _____

Cost Category	Original Budget	Previous Disbursements	Net Balance Available	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining
CSO 02B-9 Main Pump Station Improvements						
Design and Construction Phase Engineering Services (TBD)	\$ 2,500,000.00	\$ -	\$ 2,500,000.00	\$ -	\$ -	\$ 2,500,000.00
Construction Management/Inspection (TBD)	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00
Construction (TBD)	\$ 9,629,541.00	\$ -	\$ 9,629,541.00	\$ -	\$ -	\$ 9,629,541.00
Sub-Total	\$ 14,129,541.00	\$ -	\$ 14,129,541.00	\$ -	\$ -	\$ 14,129,541.00
CSO 02B-12 Shockoe Retention Basin Roof Improvements						
Design and Construction Phase Engineering Services (RKK)	\$ 263,891.00	\$ -	\$ 263,891.00	\$ -	\$ -	\$ 263,891.00
Construction Management/Inspection (ARCADIS)	\$ 130,000.00	\$ -	\$ 130,000.00	\$ -	\$ -	\$ 130,000.00
Construction (TBD)	\$ 1,300,000.00	\$ -	\$ 1,300,000.00	\$ -	\$ -	\$ 1,300,000.00
Contingency	\$ 65,000.00	\$ -	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00
Sub-Total	\$ 1,758,891.00	\$ -	\$ 1,758,891.00	\$ -	\$ -	\$ 1,758,891.00
CSO 02A-13 Shockoe Diversion Structure Improvements						
Engineering Construction Phase Services (G&H)	\$ 1,572,895.00	\$ -	\$ 1,572,895.00	\$ -	\$ -	\$ 1,572,895.00
Construction Management (ARCADIS)	\$ 1,836,053.00	\$ -	\$ 1,836,053.00	\$ -	\$ -	\$ 1,836,053.00
Construction (English Construction)	\$ 29,240,590.00	\$ -	\$ 29,240,590.00	\$ -	\$ -	\$ 29,240,590.00
Contingency	\$ 1,462,030.00	\$ -	\$ 1,462,030.00	\$ -	\$ -	\$ 1,462,030.00
Sub-Total	\$ 34,111,568.00	\$ -	\$ 34,111,568.00	\$ -	\$ -	\$ 34,111,568.00
TOTALS	\$ 50,000,000.00	\$ -	\$ 50,000,000.00	\$ -	\$ -	\$ 50,000,000.00

Total Grant Amount: \$ _____

Previous Disbursements: \$ _____

This Request: \$ _____

Grant Proceeds Remaining: \$ _____

Schedule 1 – Match Funds

American Rescue Plan Act Wastewater Fund

Form to accompany request for reimbursement

Requisition # _____

Subrecipient: City of Richmond Department of Public Utilities

ARPA Grant No.: CSO-02B Certifying Signature: _____ Title: _____

Project Category/Project Name	Total Planned Match Funding	Match Amount Spent to Date	Match Amount Spent This Period	Total Match Amount Spent to Date	Match Amount Remaining
Chimborazo Sewer Replacement Phase I (C-515624)					
Design and Construction	\$ 11,111,800.00	\$ 7,064,770.50	\$ -	\$ 7,064,770.50	\$ 4,047,029.50
Subtotal	\$ 11,111,800.00	\$ 7,064,770.50	\$ -	\$ 7,064,770.50	\$ 4,047,029.50
Screening and Grit Removal Facility (C-515620)					
Design and Construction	\$ 22,494,182.00	\$ 17,935,229.50	\$ -	\$ 17,935,229.50	\$ 4,558,952.50
Subtotal	\$ 22,494,182.00	\$ 17,935,229.50	\$ -	\$ 17,935,229.50	\$ 4,558,952.50
WWTP Thickening & Dewatering Improvements (C-515861)					
Design and Construction	\$ 52,573,000.00	\$ -	\$ -	\$ -	\$ 52,573,000.00
Subtotal	\$ 52,573,000.00	\$ -	\$ -	\$ -	\$ 52,573,000.00
Almond Creek Interceptor (C-515625)					
Design and Construction	\$ 4,875,875.00	\$ -	\$ -	\$ -	\$ 4,875,875.00
Subtotal	\$ 4,875,875.00	\$ -	\$ -	\$ -	\$ 4,875,875.00
Total	\$ 91,054,857.00	\$ 25,000,000.00	\$ -	\$ 25,000,000.00	\$ 66,054,857.00

Total Planned Match Funding: \$ _____

Previous Match Amount Spent: \$ _____

This Period: \$ _____

Match Amount Remaining: \$ _____

Certificate of the Project Engineer

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

Subrecipient: City of Richmond Department of Public Utilities

ARPA Grant No.: CSO-02B

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)

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: City of Richmond Department of Public Utilities
- (ii) Subrecipient's Unique Entity Identifier (UEI): EKFVEQ1K8LC9
- (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: \$50,000,000.00
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation: \$50,000,000.00
- (ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): This project consists of seven components: Main Pump Station improvements, Shockoe Retention Basin roof improvements, Shockoe diversion structure improvements, Chimborazo Interceptor Sewer Phase I, Screening and Grit Removal Facility, WWTP thickening and dewatering improvements, Almond Creek Interceptor.
- (x) (A) Name of Federal Awarding Agency: U.S. Department of the Treasury
(B) Name of Pass-Through Entity: Virginia Department of Environmental Quality
(C) Contact Information for Awarding Official of the Pass-Through Entity:
Alvie Edwards, Director of Administration
804-898-9883
alvie.edwards@deq.virginia.gov

- (xi) Assistance Listings Number (ALN) and Title (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): ALN 21.027 – Coronavirus State and Local Fiscal Recovery Funds
- (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.*

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

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: \$59,606 and \$20,534
- (ii) National Pollutant Discharge Elimination System (NPDES) Permit of Facility Involved in the Subaward Project, If Applicable; VA0063177
- (iii) Federal Award Subaward Number, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): CSO-02B
- (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 subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”)?: YES

- 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))?”: NO
 - 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?: Public bid of project requiring licensed contractor.
 2. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project?: Bid awarded to the lowest responsive & responsible bidder. Recipient will hold bonds to ensure work is completed by contractor.
 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)?: Project will meet all local, state, and federal workplace guidelines.
 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?: YES
 5. Does the project have a completed project labor agreement?: NO
 6. Does the project prioritize local hires?: YES
 7. Does the project have a Community Benefit Agreement, with a description of any such agreement?: NO

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

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.

In addition, with each Requisition for Reimbursement (Exhibit D) submitted on a monthly basis, the Subrecipient is required to submit a report of project progress demonstrating progress towards the project milestones provided in Exhibit C, Project Schedule in a Gantt chart format. Failure to submit monthly project progress reports may result in delay or denial of future reimbursements.

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
- Amount of cost-share provided
- Certification of permitting and income verification

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

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

EXHIBIT F-2

QUARTERLY REPORTING RE-CERTIFICATION STATEMENTS

Subrecipient: City of Richmond Department of Public Utilities

ARPA Grant No.: CSO-02B

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)