

FUNDING AGREEMENT

April 11, 2021

BETWEEN

**VIRGINIA DEPARTMENT OF HEALTH,
OFFICE OF DRINKING WATER**

AND

TOWN OF STUART

American Recovery Plan Act
Coronavirus State Fiscal Recovery Fund

Project No. CSFRF - 44

TABLE OF CONTENTS

	ARTICLE I	
<u>DEFINITIONS</u>		Page 2
	ARTICLE II	
<u>SCOPE OF SERVICES</u>		Page 3
	ARTICLE III	
<u>ELIGIBLE COSTS TIMEFRAME AND TIME OF PERFORMANCE</u>		Page 3
	ARTICLE IV	
<u>PAYMENTS; NATURE OF TRANSACTION</u>		Page 3
Section 4.1.	Application of Payments from the CSFRF	Page 3
Section 4.2.	Agreement to Accomplish Project	Page 4
Section 4.3.	Repayment of Transaction Amount.	Page 4
	ARTICLE V	
<u>GENERAL PROVISIONS</u>		Page 5
Section 5.1.	Liability Insurance	Page 5
Section 5.2.	Disclaimer	Page 5
Section 5.3.	Termination	Page 5
Section 5.4.	Integration and Modification	Page 5
Section 5.5.	Collateral Agreements	Page 6
Section 5.6.	Non-Discrimination	Page 6
Section 5.7.	Applicable Laws	Page 6
Section 5.8.	Severability	Page 6
Section 5.9.	Contingent Fee Warranty	Page 6
Section 5.10.	Conflict of Interest	Page 6
Section 5.11.	Records Availability	Page 6
Section 5.12.	Ownership of Documents	Page 7
Section 5.13.	Governmental Requirements	Page 7
Section 5.14.	Subrecipient Modification Agreement Terms & Conditions	Page 8
Section 5.15.	Notices	Page 9
Section 5.16.	Reporting	Page 9
Section 5.17.	Choice of Law	Page 10
	ARTICLE VI	
<u>COUNTERPARTS</u>		Page 10
	EXHIBITS	
Exhibit A.	Project Description	
Exhibit B.	Project Budget	
Exhibit C.	Requisition for Disbursement	

FUNDING AGREEMENT

THIS FUNDING AGREEMENT is dated as of this first day of April, 2023 between the **VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF DRINKING WATER**, an Agency within the Commonwealth of Virginia (the “Department”), and **Town of Stuart**, public body politic and corporate of the Commonwealth of Virginia (the “Recipient”)

The American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021, the “Act”) authorizes the U.S. Department of the Treasury to administer the Coronavirus State Fiscal Recovery Funds (“CSFRF”). The U.S. Department of the Treasury has provided the Commonwealth of Virginia, through the Department, CSFRF to make necessary investments in infrastructure. Under the Act, a recipient may use payments from the CSFRF to make investments in projects or activities of the type that would be eligible under section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12), state revolving loan funds. Specifically, the Department is making payments from the CSFRF available to the Recipient to finance the costs of projects designated as drinking water infrastructure projects, subject to the terms and conditions set forth in this Agreement.

The Recipient was selected to receive payments from the CSFRF in an amount not to exceed \$1,634,200.00 to address drinking water infrastructure needs. The Recipient will use the payments from the CSFRF for that portion of the Project Costs, as that term is defined in Article I, not being paid from other sources as set forth in the Project Budget.

ARTICLE I **DEFINITIONS**

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Agreement” means this Funding Agreement between the Department and the Recipient, together with any amendments or supplements hereto.

“Authorized Representative” means the Recipient, acting through Bryce Simmons who is authorized to encumber and act on behalf of the Recipient. In the case of a locality or service authority, the Authorized Representative would be the utilities director or designee thereof.

“Consulting Engineer” means the engineer or the firm of independent consulting engineers of recognized standing and experienced in the field of water engineering and registered to do business in Virginia which is designated by the Recipient from time to time as the Recipient’s consulting engineer for the Project in a written notice to the Department. Such individual or firm shall be subject to the reasonable approval of the Department. Unless and until the Department notifies the Recipient otherwise, any of the Recipient’s employees that are licensed and registered as professional engineers in the Commonwealth of Virginia may serve as Consulting Engineer under this Agreement.

“CSFRF” means the Coronavirus State Fiscal Recovery Fund. On March 11, 2021, the American Rescue Plan Act (Act) was signed into law by the President. Section 9901 of the Act amended Title VI of the Social Security Act to add section 602, which established the CSFRF. Section 602(c)(1) provides that funds may be used to make necessary investments in water, sewer, or broadband infrastructure.

“Department” means the Virginia Department of Health, created and acting under Chapter 1, Title 32.1, of the Code of Virginia of 1950, as amended.

“Eligible Costs” means those costs incurred by the Recipient which are associated with the Project, as described in Exhibit A, to be covered by payments from the CSFRF. Change orders approved by the Department may be included by reference.

“Obligation” means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment. *See* 86 Fed. Reg. 26820, May 17, 2021, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule.

“Project” means the particular project described in **Exhibit A** to be constructed, acquired or improved by the Recipient with, among other monies, payments from the CSFRF, with such changes thereto as may be approved in writing by the Department.

“Project Budget” means the budget for the Project, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department. The Project Costs may include funding from other sources, such as the Virginia Drinking Water State Revolving Fund, in addition to the CSFRF.

“Project Description” means information about the work and end product to improve the Recipient’s drinking water infrastructure that will result from the Recipient’s use of payments from the CSFRF made available under this Agreement and other funding sources, as applicable, a copy of which is attached as **Exhibit A**, along with such changes therein as may be approved in writing by the Department.

“Recipient” means **Town of Stuart, [VIRGINIA]**, public body politic and corporate of the Commonwealth of Virginia].

“Transaction” means a payment from the CSFRF for some or all of the Project, as described in **Exhibit A**, as provided in this Agreement.

ARTICLE II
SCOPE OF SERVICES

The Recipient shall provide the services and work as set forth in the Project Description (**Exhibit A**) of this Agreement. All work shall be performed according to sound construction, engineering and architectural principles and commonly accepted safety standards.

ARTICLE III
ELIGIBLE COSTS TIMEFRAME AND TIME OF PERFORMANCE

Eligible Costs must be incurred – meaning the Recipient has incurred an obligation – during the period beginning March 3, 2021, and ending December 31, 2024. The Recipient incurs an obligation by placing an order for property and services and entering into contracts, subawards, and similar transactions requiring payment for work to be performed on the Project.

The Recipient is required to return any payments from the CSFRF that have not been obligated by December 31, 2024, and any payments from the CSFRF that have not been expended to cover obligations by December 31, 2026.

The Recipient’s work on the Project commenced before the date hereof and will be substantially completed on or before September 1st, 2026.

ARTICLE IV
PAYMENTS; NATURE OF TRANSACTION

The Department shall provide payments from the CSFRF to the Recipient for Eligible Costs, in an amount not to exceed **\$1,634,200.00**, for the purposes set forth in the Project Description and Project Budget. Payments from the CSFRF will be in accordance with the provisions set forth in Section 4.1 and the Project Budget.

Notwithstanding anything to the contrary in this Agreement, the Transaction shall not constitute a debt of the Recipient, and the Recipient is not required or obligated to repay the amount of the Transaction, except as provided in Section 4.3 in the case of Recipient’s failure to comply with the terms and conditions of this Agreement, where the Recipient may be required to return all or a portion of the payments provided hereunder.

Section 4.1. Application of Payments from the CSFRF. The Recipient agrees to apply payments from the CSFRF received from the Department solely and exclusively to the payment of any contractor of the Recipient whose work on the Project generated Eligible Costs, or for reimbursement of the Recipient for Eligible Costs. After approval by the Department, the Department will disburse payments from the CSFRF to the Recipient not more frequently than once each calendar month (unless otherwise agreed by the Department and the Recipient) upon receipt by the Department of the following:

- (a) A requisition approved by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices, reporting

forms or other evidence of the actual expenditure of Eligible Costs or that Eligible Costs have been incurred, and all other information called for by, and otherwise being in the form of, **Exhibit C** to this Agreement; and

(b) If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate, in the form included in **Exhibit C**, signed by the Consulting Engineer, stating that such work performed or such materials, supplies or equipment furnished to or installed in or about the construction of the Project was verified in accordance with the procedures agreed upon between the Recipient and the Department.

Upon receipt of each such requisition and accompanying certificate(s), document(s) and schedule(s), the Department shall disburse payment(s) from the CSFRF to the Recipient in accordance with such requisition to the extent approved by the Department. The Department shall have no obligation to approve any requisition, if the Recipient is not in compliance with any of the terms of this Agreement.

Except as may otherwise be approved by the Department, disbursements for Eligible Costs shall be held at ninety-five percent (95%) of the total amount designated in this Article to ensure satisfactory completion of the Project. Upon receipt from the Recipient of the certificate specified in Section 4.2, a final requisition detailing all retainages to which the Recipient is then entitled, and documentation showing Eligible Costs were incurred or expended within the timeframe in Article III, the Department, to the extent approved by the Department, and subject to the provisions of this section and Section 4.2, will disburse to the Recipient the remaining five percent (5%) of the designated payment(s) from the CSFRF.

Section 4.2. Agreement to Accomplish Project. The Recipient agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in **Exhibit A** and in accordance with plans and specifications prepared by the Consulting Engineer and approved by the Department. The Recipient shall use its best efforts to complete the Project by the date set forth in Article III of this Agreement.

When the Project has been completed, the Recipient shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Consulting Engineer stating (i) that the 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 required certificates of occupancy and permits for operation of the Project have been issued or obtained, and (iv) the amount, if any, to be reserved for payment of the final Eligible Costs.

Section 4.3. Repayment of Transaction Amount. In the event of a material failure by the Recipient to comply with the terms of this Agreement, the Recipient may be obligated, upon an adverse determination by the Department, to repay all or a portion of any payments from the CLFRF received pursuant to this Agreement.

ARTICLE V
GENERAL PROVISIONS

Section 5.1. Liability Insurance. The Recipient shall take out and maintain during the life of this Agreement such general and bodily injury liability and property damage liability insurance as shall protect it from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from the Recipient's activities under this Agreement.

To the extent permitted by law, the Recipient shall indemnify and hold harmless the Department, and when applicable, its employees and designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by or arising out of the performance by the Recipient of its obligations pursuant to this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia or any entity thereof. The Department agrees and understands that any obligation of the Recipient to indemnify or assume liability under this Agreement may be prohibited by Virginia law and is subject to available appropriations by the Recipient.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either the Department or the Recipient to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination. (a) The Department may terminate this Agreement for any reason upon 30 days written notice to the Recipient. The Recipient shall be paid for no service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under this Agreement.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Recipient to the Department in connection with this Agreement or the Recipient's documentation is false or misleading in any material respect, the Department shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Recipient of this Agreement, the Department shall have the right immediately to terminate this Agreement. Such notice shall be provided in writing. In the alternative, the Department may give written notice to the Recipient specifying the manner in which this Agreement has been breached and providing the Recipient 30 days within which to cure the breach. If such notice of breach is given and the Recipient has not substantially corrected the breach within 30 days of receipt of the written notice, the Department shall have the right to terminate this Agreement. Written notice of termination may either specify that termination is immediate or that the Department will provide Recipient 30 days to cure.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Recipient and the Department with respect to payments from the CSFRF to the Recipient. No alteration, amendment or modification in the provisions of this Agreement

shall be effective unless reduced to writing, signed by the Department and the Recipient and attached hereto.

Section 5.5. 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 or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Recipient shall comply with Title VI of the Civil Rights Act of 1964 and warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that such Recipient is an equal opportunity employer; however notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Recipient shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Department.

Section 5.9. Contingent Fee Warranty. The Recipient warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Department shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of such prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.10. Conflict of Interest. The Recipient warrants that it has fully complied with the State and Local Government Conflict of Interests Act, Code of Virginia § 2.2-3100, *et seq.*

Section 5.11. Records Availability. The Recipient agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement from the Department to the Recipient of payments from the CSFRF, or until completion of audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement

from the Department to the Recipient of payments from the CSFRF, whichever is later. The Department, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives shall have the right to access worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced.

Section 5.12. Ownership of Documents. Any reports, studies, photographs, negatives, or other documents prepared by the Recipient in the performance of its obligations under this Agreement, at the option of the Department, shall be remitted to the Department by Recipient upon completion, termination or cancellation of this Agreement. Recipient shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Recipient's obligations under this Agreement without the prior written consent of the Department.

Section 5.13. Governmental Requirements. (a) The Recipient agrees to comply with all applicable governmental requirements pertaining to the Project and the use and application of funds provided hereunder, including but not limited to, the Virginia Waterworks Regulations, 12 VAC 5-590, as amended, and the requirements and provisions identified in the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 *et seq.*, as amended, when procuring professional or construction services for work identified in this Agreement, with no exceptions recognized for localities under 3,500 in population, in the procurement of services pursuant to this Agreement.

(b) If the Project Costs for the Project described in **Exhibit A** are equal to or greater than \$10 million, the Recipient agrees to comply with all applicable governmental requirements of the Davis-Bacon Act and related acts, as amended, with respect to the Project and all applicable requirements that laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character in the Patrick County, as determined by the United States Secretary of Labor in accordance with Section 1450(e) of the Safe Drinking Water Act and related acts, as amended.

(c) The Recipient agrees to comply with all recordkeeping and reporting requirements under the Act, and any rules and regulations adopted thereunder, the Safe Drinking Water Act, and related acts, as amended, including any reports required by a federal agency or the Department, such as performance indicators of program deliverables, information on costs and progress with respect to the Project. The Recipient acknowledges that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities.

(d) The Recipient agrees to comply with the federal requirements imposed by the Uniform Guidance (2 C.F.R. Part 200) with respect to the Project, including the Cost Principals and Single Audit Act Requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

Section 5.14. Subrecipient Modification Agreement Terms and Conditions: This is added to the Federal Terms and Conditions as stated in the original contract for ARPA funding. The Subrecipient will agree to, enforce and abide by all requirements and report to the Department all data and reports stated below as applicable:

- General Obligations
 - Adopt and abide by a conflicts of interest policy, prohibiting subrecipients from competing for awards or grants in which they develop or draft specifications, requirements, or statements of work [See 2 *CFR* 200.319(b)].
- Audit/Financial Management
 - The subrecipient makes audit reports available for public inspection [See 2 *CFR* 200.507].
 - Make subrecipient's personnel available to speak with federal auditors [See 2 *CFR* 200.508(d)].
 - Document any material deviations from budget or project scope or objective, and request prior approval from VDH [See 2 *CFR* 200.308(b)]
- Equipment Management
 - Procure insurance policies for equipment purchased with federal funds equal to the value of such equipment for the duration of the project [See 2 *CFR* 200.310]
 - Maintaining equipment records that include equipment description, a serial number or other identification number, Federal funding source (if applicable), the acquisition date, acquisition cost, location, and equipment condition [See 2 *CFR* 200.313(d)]
 - At least every two years, take a physical inventory of equipment and reconcile the results with equipment records [See 2 *CFR* 200.313(d)]
- Contracting
 - Incentivize cost reductions and opportunities to reduce operating cost going forward [e.g., see 2 *CFR* 200.318(g)]
 - Describe the process by which VDH may withhold payments, including determining unallowable costs, from a subrecipient and the subrecipient's options to appeal such a decision [See 2 *CFR* 200.305(b)(6) and 2 *CFR* 200.410]
- Monitoring/Reporting
 -
- Project Wrap-up
 - Remit the value of any unused supplies in excess of \$5,000 to VDH [See 2 *CFR* 200.314(a)]

Section 5.15. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Department: Virginia Department of Health
Division of Financial and Construction Assistance Programs ODW/VDH
109 Governor Street
Richmond, Virginia 23219
Attention: Director

Recipient: Town of Stuart
100 Patrick Avenue
Stuart, Virginia 24171

Section 5.16. Reporting.

(a) Recipient shall provide reporting to the Department within 30 days of the end of each quarter that includes the following:

1. Primary place of performance;
2. Related project name(s);
3. Related project identification number(s);
4. Period of performance start date;
5. Period of performance end date;
6. Project description(s) (between 50 and 250 words); and
7. Public Water System (PWS) Identification number for projects with the Drinking Water State Revolving Fund.

(b) Recipient shall prepare, complete, and submit financial, performance, and compliance reporting within 30 days of the end of each quarter that includes the following:

1. Current period obligation;
2. Cumulative obligation;
3. Current period expenditure; and
4. Cumulative expenditure.

(c) Recipient shall provide to the Department in a timely manner any additional information that the Department requires in order to comply with its duties to the federal government.

- Relate financial data and accomplishments to performance goals and objectives when preparing periodic reports [See 2 *CFR* 200.329(b)]
- Conduct onsite technical inspections and gain certified percentage of completion data to monitor for construction project completion [See 2 *CFR* 200.329(d)]
- Inform VDH if the supported activity is significantly impacted by unforeseen positive or negative events [See 2 *CFR* 200.329(e)]

- Quarterly reporting for all subrecipient ARPA funded Water, Sewer, and Broadband projects include: (1) Projected/actual construction start date; (2) Projected/actual initiation of operations date; (3) Location (for broadband, geospatial location data); (4) Labor documentation requirements for projects over \$10 million [See *SLFRF Compliance and Reporting Guidance*, pg. 21]
- Quarterly reporting for all subrecipient ARPA funded Broadband projects include:(1) Speeds/pricing tiers to be offered; (2) Technology to be deployed; (3) Miles of fiber; (4) Cost per mile; (5) Cost per passing; (6) Number of households projected to have increased access to broadband (7) Number of institutions and businesses projected to have increased access to broadband [See *SLFRF Compliance and Reporting Guidance*, pg. 22]
- Quarterly reporting for all subrecipient ARPA funded Water and/or Sewer projects include: (1) National Pollutant Discharge Elimination System (NPDES) Permit Number for projects aligned with the Clean Water State Revolving Fund; (2) Public Water System (PWS) ID number for projects aligned with the Drinking Water State Revolving Fund [See *SLFRF Compliance and Reporting Guidance*, pg. 22]

Ensure subrecipients prepare, complete, and submit ARPA SLFRF financial, performance, and compliance reporting within 30 days of each quarter [See *SLFRF Compliance and Reporting Guidance*, pg. 9]

Section 5.17. Choice of Law. This Agreement shall be governed by the law of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in a Circuit Court of the Commonwealth of Virginia.

ARTICLE VI **COUNTERPARTS**

This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

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

Except as provided herein, all terms and conditions of contract CSFRF-44, dated _____, as heretofore changed, remain unchanged and in full force and effect.

SUBRECIPIENT:		DEPARTMENT:	
BY: <i>Boyd M. Gimmenez</i>	BY: <i>Tiffany Ford</i>	<small>DocuSigned by: F1E1BD5BA7654B6...</small>	
TITLE: <i>Town Manager</i>	TITLE: Deputy Commissioner for Administration		
DATE: <i>April 17, 2023</i>	DATE: 4/27/2023 7:13:52 PM EDT		

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

SUBRECIPIENT'S UEI #: DA3QD96ZMR28

Exhibit A
Project Description
TOWN OF STUART
Project # CSFRF-44

The proposed project includes improvements at the Town's water treatment plant. Filter backwash waste and contact clarifier waste, solids currently discharge into two basins, are decanted, and the effluent is discharged into a small receiving stream. As needed, the Town cleans out the sludge from the basins and relines them with clay. The Town would like to install a permanent basin liner and a gravity discharge line into the Town's sewage collection system. This would eliminate the backwash discharge VPDES Permit and would allow the solids and effluent to be treated at the Town's wastewater treatment plant.

Construction is anticipated to include cleaning the existing backwash basins and installation of an HDPE liner, telescoping effluent flow control valves, and approximately 3,800 LF of 8" gravity sewer line and appurtenances – discharging into the Town's gravity sewer system.

Exhibit B
Project Budget
TOWN OF STUART
Project # CSFRF-44

Total Project Budget **\$1,634,200.00**

The total project budget exceeds the ARPA award of \$1,634,200.00 All costs in excess of the awarded funds will be provided by the recipient.

CONSTRUCTION

Item/Description

Unit

Unit Cost

PROJECT TOTALS

Quantity

Total Cost

8" Gravity Sewer Line, PVC or Ductile Iron	LF	\$ 95	7,100	\$ 674,500
4' Diam. Precast Manhole, Complete	EA	3,800	36	136,800
Sewer Line Stream Crossing, Complete	EA	8,000	3	24,000
Clearing Sewer Line R/W	LF	10	6,500	65,000
Connect to Existing Sewer Manhole	EA	1,800	1	1,800
Exist. Backwash Basin Cleanout	SF	20	5,000	100,000
Install Backwash Basin HDPE Liner	SF	10	5,000	50,000
Lagoon Effluent Telescoping Valve Assemblies	EA	20,000	2	40,000
Grading & Stormwater Diversions @ Basins	LS	50,000	1	50,000
Erosion and Sediment Control Measures	%	4.0	1	43,700
Mobilization, Bonds, Insurance	%	5.0	1	54,600
Subtotal Construction				\$ 1,240,400

RELATED COSTS

Land & Rights	%	2.0	1	\$ 24,800
Legal Fees / Bond Counsel	%	1.5	1	18,600
Basic Engineering Services	%	9.9	1	122,800
Additional Engineering Services	%	1.0	1	12,400
Resident Inspection Services	Week	2,800	26	72,800
Permit Fees, Advertising, Misc.	%	1.0	1	12,400
Loan Closing Fees	LS	6,000	1	6,000
Construction Contingencies	%	10.0	1	124,000
Subtotal Related Costs				\$ 393,800

TOTAL ESTIMATED PROJECT COSTS **\$ 1,634,200**

Exhibit C
Requisition For Disbursement
TOWN OF STUART
Project # CSFRF-44

(To Be on Recipients' Letterhead)

[Date]

Virginia Department of Health
Office of Drinking Water
109 Governor Street
Richmond, Virginia 23219

Re: **Coronavirus State Fiscal Recovery Fund**
RECIPIENT
PROJECT #-___-__

Dear CSFRF Coordinator:

This requisition, Number ____, is submitted in connection with the Funding Agreement dated as of ___ 1, 20__ (the "Agreement") between the Virginia Department of Health (the "Department") and [NAME] (the "Recipient"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Agreement. The undersigned Authorized Representative of the Recipient hereby requests disbursement of grant proceeds under the Agreement in the amount of \$_____, for the purposes of payment of the Eligible Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

As applicable to the Recipient, the undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Recipient for the payment, of Eligible Costs, and (b) any materials, supplies or equipment covered by this requisition and purchased by the Recipient are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work.

Sincerely,

(Authorized Representative)

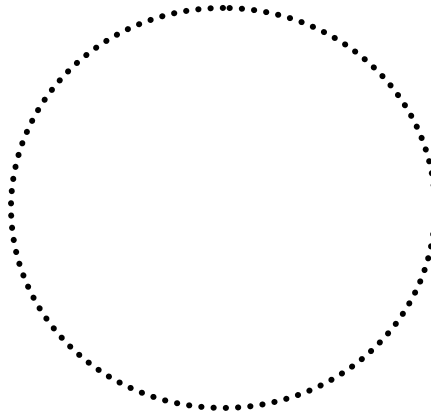
Attachments

CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Project No.CSFRF-44

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20____, submitted by the Recipient. Capitalization terms used herein shall have the same meanings set forth in Article I of the Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Recipient hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work performed or such materials, supplies or equipment furnished to or installed in the Project was verified in accordance with the procedures agreed upon between the Recipient and the Department.



SEAL

[Consulting Engineer]

Date: _____

**SCHEDULE 1
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT – PAYMENT PROCEEDS**

REQUISITION # _____
RECIPIENT: TOWN OF STUART
PROJECT NUMBER: Project # CSFRF-44

CERTIFYING SIGNATURE: _____
TITLE: _____

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining
Legal, Rights, Inspections, Permits, Advertising, Misc.	\$ 134,600.00				
Engineering	\$ 135,200.00				
Construction	\$ 1,240,400.00				
Contingencies	\$ 124,000.00				
TOTAL	\$ 1,634,200.00				

Total Payment Amount \$ _____
Previous Disbursements \$ _____
This Request \$ _____
Proceeds Remaining \$ _____