

JEFFREY D. STERN, Ph.D.
State Coordinator

BRETT A. BURDICK
Chief Deputy Coordinator



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Deputy Coordinator
Mission Support

COMMONWEALTH of VIRGINIA
Department of Emergency Management

10501 Trade Court
North Chesterfield, Virginia 23236-3713
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August 22, 2017

Ms. Hui-Shan Walker
Emergency Management Coordinator
City of Hampton
PO Box 638
Hampton, VA, 23669-3067

RE: City of Hampton – DR 4291 Public Assistance Award Letter
CFDA #97.036
FIPS #: 650-35000-00
PA-03-VA-4291-PW-00090 – Lindsay Middle School Auditorium
PA-03-VA-4291-PW-00108 – School Roofs
PA-03-VA-4291-PW-00116 – Hampton City Schools

Dear Ms. Walker:

I am pleased to notify you that the Federal Emergency Management Agency has approved the following project worksheets for Disaster 4291. The funds have been obligated through the Public Assistance Grant Program. Attached you will find the grant award package. Please read all documents carefully prior to initiating your project.

As funded, the federal share is 75% of the total project costs and the non-federal share is 25%. If any state match will be provided, it will be listed on the attached grant agreement. State funds will be dispersed upon receipt of funds from the Virginia Department of Planning and Budget. If you have additional projects not yet awarded, this agreement will be amended once awarded and/or the state share is approved.

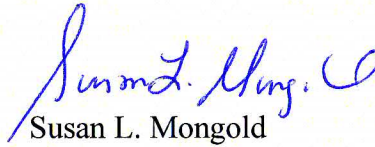
No reimbursements will be made until the award package is signed and received by the Virginia Department of Emergency Management. Please sign the grant award package and attachments and return to the attention of Robbie Coates at robert.coates@vdem.virginia.gov. Small projects will be reimbursed as soon as possible after receipt of this letter, while large projects (over \$121,800) may receive partial payment with final payment upon completion of the final inspection report (FIR) by FEMA.

*Saving lives through effective emergency management and homeland security.
"A Ready Virginia is a Resilient Virginia."*

Ms. Hui-Shan Walker
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August 22, 2017

Again, congratulations on approval of these projects. If you have questions regarding this award or the implementation of your project, please contact Lewis Campbell by email at lewis.campbell@vdem.virginia.gov or by telephone at 804-897-9978.

Sincerely,

A handwritten signature in blue ink that reads "Susan L. Mongold" with a decorative flourish at the end.

Susan L. Mongold
Alternate Governor's Authorized Representative

SLM/RSC/sns

cc: Robert Coates, Grants Manager, Disaster Programs

Commonwealth of Virginia
Public Assistance Program
State Recipient/Sub-recipient Disaster Assistance Agreement
CFDA# 97.036

Section 1 – Purpose

This Agreement is made as of this 22nd day of *August 2017* by and between the State/Recipient, the Virginia Department of Emergency Management, hereinafter “VDEM,” and **City of Hampton**, hereinafter “Sub-recipient.” This Agreement shall apply to all assistance funds provided by or through VDEM to the Sub-recipient as a result of the disaster called **Hurricane Matthew** from **October 7, 2016** through **October 15, 2016**, and pursuant to the disaster declaration made by the President of the United States numbered FEMA-4291-DR-VA.

Section 2 – General Statement of Terms and Conditions

This Agreement is subject to the general conditions that follow and any special conditions attached hereto. This award is also subject to all applicable rules, regulations, and conditions prescribed by the Federal Emergency Management Agency (FEMA) and the Commonwealth of Virginia.

Section 3 – Term of the Agreement and Effective Date

This Agreement between VDEM and the Sub-recipient shall be effective upon execution of the Agreement by both VDEM and Sub-recipient and is effective upon the date the fully executed Award Acceptance Agreement is received by VDEM.

Section 4 – Scope of the Agreement

This Agreement shall apply to all Public Assistance disaster funds provided through VDEM to the Sub-recipient as a result of the above referenced disaster.

Section 5 – Conflicts of Interest

1. The Sub-recipient must disclose, in a timely manner and in writing to FEMA and VDEM, any potential conflict of interest in the federal award cycle.
2. The Sub-recipient must disclose, in a timely manner and in writing to the FEMA and VDEM, all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting the federal award.

Section 6 – Failure to Comply

Failure to comply with the conditions and requirements set forth in this Agreement will result in the suspension of and/or recovery by VDEM of funding for projects under this sub-award under the above referenced disaster and may affect the Sub-recipient’s eligibility for future funding under the Public Assistance Program.

Section 7 – Accounting and Record Keeping

The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards and shall maintain all records and supporting documentation associated with the disaster in accordance with 2 CFR § 200.333. The Sub-recipient shall retain documentation supporting each claim for a period of not less than three years from the date of the final payment and; the Sub-recipient shall give state and federal agencies designated by the Governor’s Authorized Representative (GAR) or Alternate GAR access to and the right to examine all records and documents related to the use of disaster assistance funds.

Section 8 – Procurement

The Sub-recipient agrees to abide by its respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.318–200.326. If there are no written rules, the Sub-recipient agrees to abide by the Commonwealth of Virginia’s procurement rules, policies, and/or procedures. A copy of the Sub-recipient procurement policy will be provided to VDEM upon request.

Section 9 – Audit

The Sub-recipient is aware that under the conditions of 2 CFR §§ 200.500–200.521, a non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single or program-specific audit conducted for that year.

Section 10 – Governing Laws, Regulations, and Statutes

The Sub-recipient hereby assures and certifies compliance with all applicable statutes, regulations, policies, guidelines, and requirements, including, but not limited to those listed in Appendix C.

Section 11 – General Conditions and Standard Assurances

The designated agent of the Sub-recipient certifies that:

1. The Sub-recipient’s designated agent has legal authority to apply for assistance on behalf of the Sub-recipient and is authorized to execute all required forms on behalf of the Sub-recipient.
2. The Sub-recipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Sub-recipient certifies that all costs claimed under this application are for actual costs incurred by the Sub-recipient in the performance of authorized work as defined in the eligibility criteria established by the FEMA.
4. The total grant award from VDEM is \$253,539.73, provided through the FEMA Public Assistance Grant Program, **FEMA_DR_4291_VA**. FEMA shall provide funds for the project identified in the Scope of Work (Attachment A) totaling \$190,154.80; VDEM shall provide funds for the project identified in the Scope of Work (Attachment A) totaling \$55,778.74. The Sub-recipient agrees to provide a match in the amount of \$7,606.19. The Sub-recipient is aware of and shall comply with cost-sharing requirements of federal and state mitigation grant assistance; specifically that federal assistance is limited to 75% of eligible expenditures, state assistance (as reimbursed through the Virginia Department of Emergency Management) is limited to 22% of eligible costs, and the Sub-recipient shall provide from the Sub-recipient’s funds 3% of eligible costs. The state share is derived from the Commission on Local Government’s fiscal stress index (Code of Virginia §44-146.28) and will be disbursed upon receipt of fund from the Virginia Department of Planning and Budget. Private non-profits will not receive a state share.
5. The Sub-recipient is aware that limited funding may be made available for mitigation of future disaster damages, which requires cost-sharing on the basis of **75%** federal and **25%** non-federal contribution, and that the Sub-recipient may be required to provide the full non-federal share for such mitigation activities.
6. The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with federally accepted accounting standards or as directed by the GAR or Alternate GAR.
7. Sub-recipient shall not deviate from the Scope of Work as provided in the Project Worksheet(s) and described in Attachment A, without first receiving written approval from the FEMA through VDEM.
8. The Sub-recipient shall begin and complete all items of work within the time limits established by the GAR or Alternate GAR.

- a. Emergency Work (Categories A and B) shall be completed within six months from **November 2, 2016**, the date of the Federal Disaster Declaration: **Completion date is May 2, 2017.**
 - b. Permanent Work (Categories C – G) shall be completed within 18 months from **November 2, 2016**, the date of the Federal Disaster Declaration: **Completion date is May 2, 2018.**
 - c. Extensions may be granted, upon request, for those factors that are out of the span of control of the Sub-recipient. The Sub-recipient must write a letter to the GAR or Alternate GAR at VDEM, requesting an official extension and supplying valid documentation/reasoning as to why the project cannot be completed on time. Authorization for an extension remains at the discretion of VDEM and/or FEMA and will be made in writing by VDEM or FEMA depending on the agency's respective extension authority.
9. Sub-recipient will submit to VDEM quarterly updates on all open projects. These updates will be due on April 15, July 15, October 15, and January 15.
 10. The Sub-recipient shall, upon the request of VDEM, participate in initial, interim, and final site inspections with the State Public Assistance Officer or designee.
 11. The Sub-recipient shall comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
 12. The Sub-recipient shall comply with any requirement by FEMA to obtain and maintain any insurance coverage prior to receipt of funding. The Sub-recipient shall produce evidence and documentation of said insurance coverage. The Sub-recipient shall ensure that all applicable local, state, and federal permits have been obtained prior to starting any construction and that all projects are consistent with current codes and standards.
 13. The Sub-recipient will engage VDEM and FEMA as soon as it identifies a change to the Statement of Work, in order to allow FEMA time to review changes for eligibility and environmental and historic preservation (EHP) compliance requirements prior to commencement of work. If the Sub-recipient begins work associated with a change before FEMA's review and approval, it will jeopardize public assistance funding.
 14. The Sub-recipient shall comply with all federal and state statutes and regulations relating to non-discrimination.
 15. The Sub-recipient shall comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
 16. The Sub-recipient agrees to establish internal personnel safeguards, which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.
 17. The Sub-recipient agrees to comply with provisions of the Drug-Free Workplace Act as set forth in Attachment A and incorporated herein.
 18. The Sub-recipient agrees that it will not use any federal funds for lobbying and will disclose the use of non-federal funds for lobbying by filing any documentation and/or forms that are required by either the federal government or the Commonwealth as set forth in Attachment B and incorporated herein.
 19. The Sub-recipient agrees to comply with the Assurances Non-Construction Programs requirements, which are attached hereto as Attachment C and incorporated herein.

20. The Sub-recipient certifies that the federal and state disaster assistance requested through the submission of this application does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.
21. The Sub-recipient shall not enter into cost plus percentage of cost contracts for completion of disaster restoration or repair work projects.
22. The Sub-recipient shall not enter into any contracts for which payment is contingent upon receipt of state or federal funds.
23. The Sub-recipient shall not enter into any contract with any party that is debarred or suspended from participating in federal assistance programs.
24. The Sub-recipient shall return to the state, within 60 days of such request by the GAR or Alternate GAR, any advance funds that are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient. If the Sub-recipient fails to refund the monies, the Commonwealth reserves the right to offset the amount due against any existing or future sums of money owed to the Sub-recipient by any Commonwealth agency or department.

Section 12 - Amendment

This Agreement may be modified, amended, altered, or changed at any time by VDEM. All amendments will be made in writing to the Sub-recipient. Amendments may also be made by mutual consent between VDEM and Sub-recipient, if agreed to in writing and executed by both parties.

Section 13 – Termination of Agreement

Termination of this Agreement can occur as an effect of the following results:

1. Proper completion and closeout of this project;
2. Termination for Breach
 - a. In the event of breach by the Sub-recipient of this Agreement, VDEM shall provide written notice to the Sub-recipient specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Sub-recipient has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The Sub-recipient shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement.
3. Termination for Convenience or other termination as allowed or required by 44 CFR for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment D, herein.
 - a. Communication of this decision and information related to the project termination will be provided to the Sub-recipient in coordination with FEMA through registered mail.

Article XIV – Entire Agreement

This Agreement represents the complete and final understanding of VDEM and the Sub-recipient. No other understanding, oral, or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

Signed for the Sub-recipient:

Mary B. Bunting City Manager
Typed Name and Title

Mary B. Bunting
Sub-recipient's Designated Agent (Signature)

9/12/17
Date

Signed for the State/Recipient:

Virginia Department of Emergency Management

Susan Mongold, Deputy State Coordinator for Mission Support
Typed Name and Title

Susan Mongold
Alternate Governor's Authorized Representative (Signature)

8/23/17
Date

**CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY**
Approved as to form and legal sufficiency
Date: 9/12/17
[Signature]
City Attorney

ATTACHMENT A
Project Worksheet(s)

Project worksheet # 90

- Project title: Lindsay Middle School Auditorium
- Total amount: *\$30,275.00*

Project worksheet # 108

- Project title: School Roofs
- Total amount: *\$187,923.30*

Project worksheet # 116

- Project title: Hampton City Schools
- Total amount: *\$35,341.43*

PA-03-VA-4291-PW-00090(0) <u>P</u>	
Applicant Name: HAMPTON	Application Title: JKHE006 - Lindsay Middle School Auditorium
Period of Performance Start: 11-02-2016	Period of Performance End: 05-02-2018

Bundle Reference # (Amendment #) PA-03-VA-4291-PW-00090(114)	Date Awarded 06-27-2017
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Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4291 - DR -VA	JKHE006	650-35000-00	02-23-2017	E
APPLICANT: HAMPTON			WORK COMPLETE AS OF: 02-23-2017 : 41 %		
Site 1 of 1					
DAMAGED FACILITY: JKHE006 - Lindsay Middle School Auditorium			COUNTY: Hampton (city)		
LOCATION: PA-03-VA-4291-PW-00090(0): 1636 Briarfield Road, Hampton, Va - Hampton County				LATITUDE: 37.01825	LONGITUDE: -76.40002
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS: PA-03-VA-4291-PW-00090(0): During the incident period of October 7th through October 15th, 2016, Hurricane Matthew brought winds and heavy rains that resulted in flooding and high velocity water flow in streams, tributaries and river. Heavy wind driven rain entered the building through the roofline weeping downward along the walls causing flooding. Flood waters also entered the building from beneath the concrete floor causing the concrete floor to rise and buckle for an area of 42ft x 19ft (798sq ft).					
Current Version:					
SCOPE OF WORK: PA-03-VA-4291-PW-00090(0): Work Completed: Applicant used contract services to ascertain the cause of the damage. After it was determined that water infiltration was occurring from the heavy wind driven rain entering at the roofline and weeping out the walls, another investigation consisting of drilling 3 (three) holes in the concrete floor was done and it was determined that there was also excess ground water present under the concrete slab due to the heavy rains. Work To Be Completed: A contract was put out for bid for repairs to the auditorium that also included the repairs to the concreted slab caused by the event. A portion of the concrete slab will be removed (42ft x 19ft = 798sq ft) and a new slab will be poured, repairing the floor to pre-disaster condition. Applicant is not requesting DAC on this project. Notes: GENERAL CONDITION: By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application an all associated costs being claimed were a direct result of the declared event, and in connection with the incident period; with the exception of request for alternate or improved projects. DIRECT ADMINISTRATIVE COSTS: 9903 - The Applicant chooses not to claim costs to manage and administer this Applicant Application as part of the Public Assistance Program's grant award. Declining such costs does not exempt the Applicant from maintaining records adequately and documenting the source and application of funds as required by 2 CFR.					

PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by FEMA Policy 44 CFR 13.36.

RECORD RETENTION: As described in 44 CFR 13.42 (2)(b), 3(c), Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

INSURANCE: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

HAZARD MITIGATION: Hazard Mitigation measures have been discussed with the Applicant/Sub-Recipient's representative. The Applicant/Sub-Recipient's hazard mitigation proposal is attached.

SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is there insurance coverage on this facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract	1/LS	\$ 9,075.00	\$ 9,075.00
		Work To Be Completed			
2	9001	Contract	1/LS	\$ 13,200.00	\$ 13,200.00
		Direct Subgrantee Admin Cost			
3	9903	No Direct Administrative Costs	1/LS	\$ 0.00	\$ 0.00
4	0909	Hazard Mitigation Proposal	1/LS	\$ 8,000.00	\$ 8,000.00
				TOTAL COST	\$ 30,275.00
PREPARED BY Linda Baldry			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Robert Coates			TITLE State Public Assistance Officer	SIGNATURE	

PA-03-VA-4291-PW-00108(0) <u>P</u>	
Applicant Name: HAMPTON	Application Title: JKHE002 - School Roofs
Period of Performance Start: 11-02-2016	Period of Performance End: 05-02-2018

Bundle Reference # (Amendment #)	Date Awarded
PA-03-VA-4291-PW-00108(116)	06-30-2017

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4291	-	DR	-VA	JKHE002
		650-35000-00	03-08-2017		E
APPLICANT: HAMPTON			WORK COMPLETE AS OF: 03-08-2017 : 2 %		
Site 1 of 1					
DAMAGED FACILITY: JKHE002 - School Roofs			COUNTY: Hampton (city)		
LOCATION:				LATITUDE:	LONGITUDE:
PA-03-VA-4291-PW-00108(0): City Wide - Hampton County				37.05526	-76.37356
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS:					
<p>PA-03-VA-4291-PW-00108(0): During the incident period October 7 through October 15, 2016, Hurricane Matthew brought winds and heavy rains that resulted in flooding and high velocity water flow in streams, tributaries and river. Several schools experienced leaks due to rain driven winds causing vegetative debris to puncture roof membranes and/or to push rain water under flashings or under membrane seams. The following schools received roof damage as follows:</p> <ol style="list-style-type: none"> 1. Burbank Elementary, 40 Tide Mill Lane, Hampton, VA 37.05525, -76.37356, Due to high winds, debris punctured roof membrane in various locations damaging approx. 50 sf. 2. John Tyler Elementary, 57 Salina, Hampton, VA 37.04901, -76.35449, Due to high winds, debris punctured roof membrane in various locations damaging approx. 30 sf., tearing up flashing 2 (two) scuppers and blew off metal flashing at several penetration hoods (4 ea). 2 (two) metal caps were blown off that were over the a/c lines. 3. Carpentry Shop, 114 Windmill Point Road, Hampton, VA 37.09027, -76.30239, Vegetative debris puncture roof membrane. High winds drove rain under the flashing and split multiple roof seams allowing water to enter saturating ceiling tiles and walls within the building. Approx. 4500 sf of roof was damaged. 4. Merrimack School, 2113 Woodsmanssee, Hampton, VA 37.05155 -76.30701, Vegetative and flying debris damaged gravel coated asphalt felt roof (27,500 sf) in multiple locations of the roof. Flashing in several areas was blown off and destroyed. High winds opened seams and drove rain under the seams, leaving roof exposed to the elements. Roof is damaged beyond repair. 5. Kecoughtan School, 522 Woodland Rd, Hampton, VA 37.054301 -76.318187, Vegetative debris punctured roof membrane in 4 (four) areas. <ol style="list-style-type: none"> A. Administrative office roof was damaged when high winds caused the roof assembly to lift, damaging the roof expansion joint (220 lf) allowing wind driven rain to enter the building. B. Corridor #5 roof (20 ft x 20 ft) was damaged when high winds caused the roof assembly to lift, damaging the roof expansion joint allowing wind driven rain to enter the building. C & D. Wrestling Room and Corridor roofs were damaged when vegetative debris punctured the roof membranes in various locations and high winds lifted seams and forced rain water under the flashing. <p>GPS taken at Burbank Elementary.</p> <p>Current Version:</p>					
SCOPE OF WORK:					

PA-03-VA-4291-PW-00108(0):
Work Completed:

Applicant used contract services, Roof Services Corp., to make the following repairs:

1. Burbank Elementary School: Made repairs at several locations to damaged membrane. The total area of repair was approximately 50 SF. The existing roof is modified bitumen with a granulated cap sheet. Total Cost \$2,000.00
2. John Tyler Elementary: Repaired damaged membrane at several locations (approximately 30 SF), repaired flashing at two scuppers, replaced missing metal flashing at several penetration hoods (4 EA) and installed 2 (two) metal caps over a/c lines. \$1,573.30

Work To Be Completed:

Applicant will use contract services, Roof Services Corp., to make the following repairs:

3. Carpentry Shop: Roof will be power washed to allow repairs. 4500 sf roof will then be repaired by sealing open seams and punctures. 22.5 gals Asphalt primer will applied to seal the roof and then 67.5 gals Hi Solids Silicone coating will be applied. Total Cost \$16,750.00
4. Merrimack School: A new 45 mil reinforced TPO single ply roof system will be installed to metal deck. 24 ga flashing will be used as required. Roof membrane will extend over the existing edge metal at all perimeters and terminate with aluminum termination bar. \$115,000.00
5. Kecoughtan School:
 - A. Administrative office roof 3 ft out on either side of the expansion joint will be removed along with 220 lf of roof expansion joint and a new rigid roof insulation to match existing roof will be installed. New insulation to be set in low rise foam. New epdm (aluminum flange) bellows and new wood nailers as required will be installed. Modified base sheet and white granulated cap sheet in cold process adhesive will also be installed.
 - B. Corridor #5 (20 ft x 20 ft) roof section will be removed and a rigid roof insulation will be installed. Procedure will be the same as above. New insulation to be set in low rise foam. New epdm (aluminum flange) bellows and new wood nailers as required will be installed. Modified base sheet and white granulated cap sheet in cold process adhesive will also be installed.
 - C & D. Multiple punctures caused by flying debris will be patched with cement and fabric. Total Cost \$52,600.00

NOTES:

GENERAL CONDITION: By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application an all associated costs being claimed were a direct result of the declared event, and in connection with the incident period; with the exception of request for alternate or improved projects.

75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

WORK TO BE COMPLETED: Upon completion, this site will be returned to its original design, function, and capacity within the original footprint.

DIRECT ADMINISTRATIVE COSTS: The Applicant chooses not to claim costs to manage and administer this Applicant Application as part of the Public Assistance Program's grant award. Declining such costs does not exempt the Applicant from maintaining records adequately and documenting the source and application of funds as required by 2 CFR.

PROCUREMENT: Applicant/Sub-Recipient; please be advised that in the seeking of proposals and letting of contracts for eligible work, the Applicant/Sub-Recipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §317-326.

HAZARD MITIGATION PROPOSAL: No measure has been considered.

ENVIRONMENTAL and HISTORIC PRESERVATION: Any change to the approved scope of work will require re-evaluation in accordance with the National Environmental Policy Act (NEPA) and other Federal environmental protection and historic preservation laws and Executive Orders. Noncompliance with this requirement may jeopardize the receipt of federal funding.

This review does not address all Federal, state and local requirements. Acceptance of Federal funding requires recipients to comply with all Federal, state and local laws, and all conditions imposed. The applicant is responsible for providing documentation of compliance for closeout. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize the receipt of Federal funding.

If ground disturbing activities occur during construction, the Applicant/Sub-Recipient will monitor ground disturbance and if any potential archaeological resources are encountered, will immediately cease construction in that area and notify the State and FEMA.

LARGE PROJECTS (\$123,100): Project Worksheets written as large projects (\$123,100+) are reimbursed based on the actual eligible final project costs. Therefore during the final project reconciliation (closeout) this may require an amendment to be written in EMMIE to reflect the actual over-run/under-run of final eligible costs.

INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in and obtain/maintain insurance requirement. The Sub-grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? Yes No	Special Considerations included? Yes No
Hazard Mitigation proposal included? Yes No	Is there insurance coverage on this facility? Yes No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract	1/LS	\$ 3,573.30	\$ 3,573.30
		Work To Be Completed			
2	9001	Contract	1/LS	\$ 184,350.00	\$ 184,350.00
		Direct Subgrantee Admin Cost			
3	9903	No Direct Administrative Costs	1/LS	\$ 0.00	\$ 0.00
				TOTAL COST	\$ 187,923.30
PREPARED BY Linda Baldry			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Robert Coates			TITLE Public Assistance Program Manager	SIGNATURE	

PA-03-VA-4291-PW-00116(0) <u>P</u>	
Applicant Name: HAMPTON	Application Title: JKHE001 - Hampton City Schools
Period of Performance Start: 11-02-2016	Period of Performance End: 05-02-2018

Bundle Reference # (Amendment #)	Date Awarded
PA-03-VA-4291-PW-00116(103)	05-10-2017

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4291 - DR -VA	JKHE001	650-35000-00	02-06-2017	E
APPLICANT: HAMPTON			WORK COMPLETE AS OF: 02-06-2017 : 80 %		
Site 1 of 1					
DAMAGED FACILITY: JKHE001 - Hampton City Schools			COUNTY: Hampton (city)		
LOCATION: PA-03-VA-4291-PW-00116(0): Hampton City Schools - Hampton City				LATITUDE: 37.0252	LONGITUDE: -76.3488
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS: PA-03-VA-4291-PW-00116(0): During the incident period of October 7 through October 15, 2016, Hurricane Matthew brought heavy rains, high winds, and flooding to the City of Hampton. These conditions resulted in wind damages and flooding to the following public schools:					
<ol style="list-style-type: none"> 1. Roofs from Eaton (37.0486,-76.3846), Armstrong (37.0097,-76.3646), Lindsay (37.0184,-76.3984), Syms (37.0537,-76.3305), and Tyler (37.0490,-76.3545) leaked from heavy winds that caused 2x4 and 2x2 ceiling tiles to fall. Eaton lost (6) 2x4 tiles; Armstrong lost (7) 2x4 tiles; Lindsay lost (6) 2x4 tiles and (9) 2x2 tiles; Syms lost (6) 2x4 tiles; Tyler lost (9) 2x4 tiles. 2. Phoebus High School (37.0336, -76.3172) sustained ceiling leaks that destroyed a Xerox copier. 3. Kecoughtan High School (37.0524, -76.3212) sustained ceiling leaks and caused damage to JROTC uniforms. 4. A roof exhaust fan measuring 34 sq in. at Lindsay Middle (37.0184, -76.3984) was blown away. 5. Bethel High (37.0534, -76.4302) sustained 3 field sinkholes measured at approximately 15"x10"x3" due to heavy rains, and had an 6'x30' portion of perimeter fencing crushed by a fallen tree. 6. Forrest Elementary (37.0413, -76.4250) sustained 3 field sinkholes measured at approximately 15in x10in x 3in due to heavy rains. 7. Phenix Pre K-8 (37.0525, -76.4286) lost its air handler unit due to water damage as a result of wind-driven rain. 8. Davis Middle School (37.0428, -76.4211) sustained membrane roof damage measuring 330 LF as a result of windblown debris that poked holes into the roof, and 12 downspouts were displaced by high winds. 					
Current Version:					
SCOPE OF WORK: PA-03-VA-4291-PW-00116(0): WORK COMPLETED:					
<ol style="list-style-type: none"> 1. Hampton City Schools' FAL and FAE were used to deliver ceiling tiles in the following amounts: Eaton = (12) 2x4 tiles; Armstrong = (14) 2x4 tiles; Lindsay = (12) 2x4 tiles and (9) 2x2 tiles; Syms = (12) 2x4 tiles; Tyler = (15) 2x4 tiles. An invoice for materials is attached to this PW. Hampton City Schools' custodial service did not bill for any tile replacements. 					

2. The Xerox copier at Phoebus High School was replaced under contract.
3. Kecoughtan High School had the JROTC uniforms cleaned as a result of ceiling damage.
4. The 34 sq in. exhaust fan at Lindsay Middle was replaced using FAL and FAM.
5. Bethel High School's 3 sinkholes measured at approximately 15in x10in x3in were filled using FAL and FAM. The 6 ftx30ft fence was replaced under contract.
6. Forrest Elementary filled 3 sinkholes measured at approximately 15in x 10in x 3in using FAL and FAM. Invoices attached.
7. Phenix Pre K-8 replaced the air handler unit under contract with Warwick Plumbing; an invoice is attached.

WORK TO BE COMPLETED:

8. Hampton City Schools will contract to replace downspouts and repair the roof at Davis Middle School. The estimate is attached to this PW and contract is on file. Estimate for roof repair is from Roof Services Corporation, 3056 Holland Road, Virginia Beach, VA 23453.

NOTES:

GENERAL CONDITION: By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application an all associated costs being claimed were a direct result of the declared event, and in connection with the incident period; with the exception of request for alternate or improved projects.

75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

WORK TO BE COMPLETED: Upon completion, this site will be returned to its original design, function, and capacity within the original footprint.

DIRECT ADMINISTRATIVE COSTS: 9901- The applicant chooses to claim costs to manage and administer this Applicant application as part of the Public Assistance Programs grant award. The Applicant must maintain records adequately and documenting the source and application of funds as required by 2 CFR.

PROCUREMENT: Applicant/Sub-Recipient; please be advised that in the seeking of proposals and letting of contracts for eligible work, the Applicant/Sub-Recipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §317-326.

HAZARD MITIGATION PROPOSAL: No measure has been considered.

ENVIRONMENTAL and HISTORIC PRESERVATION: Any change to the approved scope of work will require re-evaluation in accordance with the National Environmental Policy Act (NEPA) and other Federal environmental protection and historic preservation laws and Executive Orders. Noncompliance with this requirement may jeopardize the receipt of federal funding.

This review does not address all Federal, state and local requirements. Acceptance of Federal funding requires recipients to comply with all Federal, state and local laws, and all conditions imposed. The applicant is responsible for providing documentation of compliance for closeout. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize the receipt of Federal funding.

If ground disturbing activities occur during construction, the Applicant/Sub-Recipient will monitor ground disturbance and if any potential archaeological resources are encountered, will immediately cease construction in that area and notify the State and FEMA.

SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

RECORD RETENTION/DOCUMENTATION: As described in 2 CFR, Part 200 § 200.333, Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in and obtain/maintain insurance requirement. The Sub-grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes No
Hazard Mitigation proposal included? Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input checked="" type="checkbox"/> Yes No

PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST

*** Version 0 ***					
Work Completed					
1	9007	Labor	1/LS	\$ 423.56	\$ 423.56
2	9008	Equipment	1/LS	\$ 422.70	\$ 422.70
3	9009	Material	1/LS	\$ 3,329.61	\$ 3,329.61
4	9001	Contract	1/LS	\$ 15,217.68	\$ 15,217.68
Work To Be Completed					
5	9001	Contract	1/LS	\$ 16,750.00	\$ 16,750.00
Direct Subgrantee Admin Cost					
6	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 745.75	\$ 745.75
7	0000	Insurance Adjustments - 5900/5901	0/LS	\$ 0.00	\$ 0.00
*** Version 0 ***					
8	5901	Deduct Anticipated Insurance Proceeds	1/LS	\$ -1,547.87	\$ -1,547.87
				TOTAL COST	\$ 35,341.43
PREPARED BY Jameelah Haynes			TITLE Project Specialist (FEMA)	SIGNATURE	
APPLICANT REP. Robert Coates			TITLE Public Assistance Program Manager	SIGNATURE	

ATTACHMENT B
Insert Project Budget

Project Awarded Budget – Funding Source FEMA Public Assistance:

Federal Project Funds (75%)	\$190,154.80
State Project Funds (22%)	\$55,778.74
Local Match (3%)	\$7,606.19
Total Project Funds	\$253,539.73

ATTACHMENT C
Administrative Requirements and Guidance

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and as implemented by 44 CFR §§ 13,206.
- Flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 *et seq.*, as amended.
- National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*, as amended, and its applicable Federal Regulations found at 44 CFR Part 10.
- Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended.
- Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended.
- Endangered Species Act of 1973, 7 U.S.C. § 136, 16 U.S.C. §§ 1531 *et seq.*, as amended.
- National Historic Preservation Act, 16 U.S.C. § 469, 470 *et seq.*, as amended, and its applicable Federal Regulations found at 36 CFR § 800 and 44 CFR § 208.
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Hatch Act, 5 U.S.C. § 7324 *et seq.*, as amended, which limits the political activities of public employees.
- 2 CFR § 200 (Uniform Guidance)

Public Assistance Grant Program

Non-Supplanting Certification

I certify that any funds awarded under the Public Assistance Program will be used to supplement existing funds for programs activities, and will not replace (supplant) non-federal funds.

Designated Agent

Mary B. Bunting
Name

Mary B. Bunting
Signature

City Manager
Title

City of Hampton
Agency

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY
Approved as to form and legal sufficiency
Date: 9/12/13
[Signature]
City Attorney

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer of employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose according. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned state, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization

City of Hampton

Printed name and title of authorized representation

Mary B. Bunting

Signature

Mary B. Bunting

Date

9/12/17

CITY OF HAMPTON
 OFFICE OF THE CITY ATTORNEY
 Approved as to form and legal sufficiency
 Date: *9/14/17*

 City Attorney

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


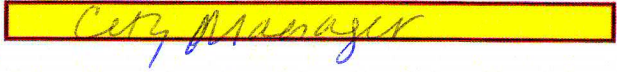
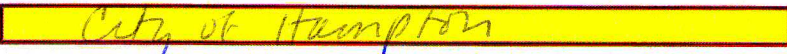

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.


As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

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CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY
Approved as to form and legal sufficiency
Date: 9/12/17


City Attorney

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

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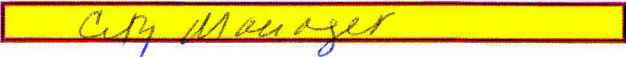


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As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

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CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY
Approved as to form and legal sufficiency
Date: 9/12/17

City Attorney