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GOVERNMENT OF
 THE UNITED STATES VIRGIN ISLANDS



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 St. Thomas, VI 00803-2608
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Employment and Training

WORKFORCE INVESTMENT ACT

Government

Government of the Virgin Islands
 Department of Labor
 Division of Employment and Training
 4401 Sion Farm
 Christiansted, VI 00820

Contractor

Survey Services Company, LLC
 Gary Bourdon
 27-28 King Cross Street
 Christiansted, VI 00820

 X Corporation
 Partnership
 Individual Employer
 Other

This contract is entered into between the Government of the Virgin Islands, Department of Labor, herein after called "Government", the Department of Property and Procurement and Survey Services Company LLC (Gary Bourdon) herein after called "Contractor," pursuant to the provisions of the Workforce Investment Act (WIA) of 1998.

The parties hereto agree that the contractor shall employ employees and provide all the On-The-Job Training (OJT) services in accordance with its proposal, which is in Sections III-VII of this Contract.

In consideration for the services to be provided by the Contractor for the period beginning and ending (July 27, 2015 to January 2, 2016), the Contractor will receive an amount not to exceed \$12,960.00; such amount to be paid pursuant to the terms and conditions set forth in the proposal, and the terms and conditions which are a part of this Contract.

Customers of the Workforce Investment Act who will receive on the job training will be from the following groups:

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"Labor Works...Let Labor Work For You."

Handwritten initials

<u>Group</u>	<u>Number</u>	<u>Funding</u>
Youth		\$ 0
Adult		\$ 0
Dislocated Worker	1	\$12, 960.00
Total	1	\$12, 960.00

I. OJT – General Terms and Conditions

“On-the-Job Training” means training in the private or public sector given to a participant who, after objective assessment, has been referred to and hired by the employer.

The purpose of OJT is to train a participant in an actual work situation in which he/she will develop specific occupational skills or obtain specialized skills required by an individual employer, or apply skills gained from another WIA training activity, and remain employed in that occupation after satisfactorily completing his/her training.

OJT contracts will not be let to any employer “who had two or more previous OJT contracts and exhibited a pattern of failure to provide OJT participants continued long-term employment as regular employees with wages and working conditions at the same level and to the same extent as similarly situated employees.”

OJT agreements will not be negotiated with any firm or industry that is in violation of local, state or federal labor laws, or involved in a labor strike, lockout, dispute, etc.

OJT employers must adhere to any applicable collective bargaining agreement(s). If any contract is inconsistent with the terms of a collective bargaining agreement, the employer will assure notification of and obtain written concurrence from the applicable collective bargaining units before an agreement is finalized. In any case, applicable collective bargaining units shall be afforded an opportunity to comment on the proposed agreement.

OJT agreements shall not result in the displacement (including partial displacement) of currently employed workers or impair existing contracts for services.

OJT agreements may not be used to assist in relocation of establishments, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.

The maximum length of time for which WIA funds may be made to an OJT employer for a participant is 60 working days or 480 hours, unless otherwise specified in the contract.

Reimbursements to employers for OJT shall be based on a sliding scale not to exceed ninety percent (90%) of the wages paid by the employer to the participant during the period of the training agreement. Such reimbursement shall be deemed to be compensation for the extraordinary costs associated with the lower productivity of such participant.

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Wages are considered to be monies paid by the employer to the participants for work performed. Wages do not include tips, commissions, or normal employee fringe benefits.

Wages, including periodic increases and fringe benefits must be the same as those of other employees or trainees in similar occupations with employer. In no case shall the rate of pay be less than the currently established minimum wage rate.

II. Concurrence of the Collective Bargaining Agent

Prior to assigning an occupation, the Government will verify whether or not the occupation identified is part of a collective bargaining agreement.

Is the occupation(s) for which employment and training is to be offered subject to a collective bargaining agreement? Yes ___ No X

If yes, has there been concurrence by the party associated therewith? Yes ___ No ___.
Please indicate the name, title and union affiliation of the appropriate bargaining representative: N/A

III. OJT Terms

A. Payments

1. Wages, in accordance with this OJT Contract, shall be paid to program participants in the same manner as other employees in the establishment. Training costs, based on a sliding scale of up to 90% of the wage rate of trainee, will be reimbursed to Contractor. Reimbursements to the Contractor shall be based on properly certified On-the-Job Training Requests for Reimbursement, accompanied by time sheets, submitted by the Contractor (see Addendum #2). These reimbursements shall be based on the actual number of hours worked by each employee indicated in the attached proposal times, the appropriate hourly wage times, and the percentage of reimbursement indicated. In no event shall total payments exceed the maximum amount for the job title.
2. Notwithstanding the provisions of clause III(A)(1), no reimbursement shall be made for days for which wages were paid if these days occurred during a work stoppage at the plant(s) or work site(s) of an employer, when such plants or work sites constitute the training location in this Contract.
3. Contractor shall maintain records sufficient to support all payments and, upon request, shall make such records available to the Government or its designated agent. Time records and/or earnings records shall minimally specify the number of hours worked, date and position of employee(s). See biweekly Time and Attendance Sheets in the Addendum.

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4. Records shall be maintained for five (5) years unless otherwise specified.
5. Full reimbursement to Contractor of monies under this agreement is conditioned upon Contractor retaining each employee covered by this agreement for a minimum of ninety (90) working days beyond the end of this agreement. Should the Contractor fail to retain an employee for this period, five (5) days' reimbursement will be withheld.

B. Trainee or Employee Wages

Hourly wages paid to employees or trainees shall not be less than the higher of the following:

1. The minimum rate required under the Fair Labor Standards Act (including any special rate provided by certification under Section 14 of the Act) to the extent that such Act is applicable to the employee or trainee; or
2. Any minimum rate applicable to the employee or trainee and required under any Federal or local law; or
3. The minimum entrance rate for inexperienced workers in the same establishment if the occupation is new to the establishment; or
4. The prevailing entrance rate for the occupation(s) among other establishments in the community or area.

C. Compliance with the Law and Requirements

The Contractor agrees to comply with provisions of the Workforce Investment Act of 1998 and the rules and regulations promulgated there under.

D. Government's Obligation

It is hereby understood and mutually agreed that the Federal Government is not a party hereto and no legal liability on the part of the Federal Government is inferred or implied under the terms and conditions of this Contract. Any liabilities, legal actions or disputes, as may arise under this Contract, are between the parties hereto and will be settled in accordance with the Virgin Islands Code or Virgin Islands law, as applicable.

E. Reporting Requirements

The Contractor agrees to submit progress and financial reports monthly by the tenth (10) working day of the following month.

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F. Termination

This Contract shall terminate upon the completion of the training period specified herein, unless sooner terminated by either party, *with or without cause on thirty (30) days written notice to the other party specifying the date of termination.* The Contractor recognizes and agrees that the funding of this contract shall be contingent upon the receipt of Federal funds under the Workforce Investment Act of 1998.

G. Conflict of Interest

1. Contractor covenants that he/she has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
2. Contractor further covenants that he/she is:
 - a. Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the legislature or any other elected territorial official; or an officer or employee of legislative, executive or judicial branch of Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - b. A territorial officer or employee and, as such, has:
 - i. Familiarized himself/herself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflict of interest, including the penalties provision set forth in section 1108 thereof; and
 - ii. Not made, negotiated or influenced this contract in his/her official capacity, and
 - iii. No financial interest in the contract as that term is defined in Section 1101 (1) of said Code Chapter.

H. Benefits to Employees

Pursuant to Section 667.274 of the Rules and Regulations of the Workforce Investment Act of 1998 and according to Title 24, Chapter 11 of the Virgin Islands Code, a contractor that employs employees who work for wages (defined as any person, including a minor, employed under any appointment or contract, expressed or implied, oral or written or in the service of any employer), must insure under the Workers' Compensation Act, in the event of job accidents.



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I. Debarment Certification

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

J. Drug-Free Workplace

The Drug Free Act of 1988 requires any organization and/or individual receiving Federally-assisted funds to maintain a drug-free workplace or to certify that the grant activity will be drug free (see Addendum #1).

K. Lobbying

U. S. Department of Labor regulations 29 CFR 93 state the restrictions placed on a recipient of federal funds from lobbying (see Addendum #1).

L. Non-Discrimination

The contractor will comply with the provisions of nondiscrimination law, which collectively provide that no person shall, on the basis of race, color, national origin, religion, sex, age, disability, political affiliation or belief: nor because of citizenship or legal status be excluded from participation in, denied the benefits of, be subjected to discrimination under, or denied employment in the administration of or in connection with any program or activity funded under the Act.

M. Nepotism

No individual may be placed in a Workforce Investment Act employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

N. Deobligation

Government reserves the right to modify this Contract and reprogram monies due to the under-performance of Contractor.

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O. Maintenance of Effort

The OJT employer shall ensure that WIA on-the-job training funds are used for training and employment activities which result in an increase of employment, and shall not supplant and/or substitute regularly budgeted funds with Federal funds in connection with work to be performed.

P. Hold Harmless

The Contractor shall, at all times hereafter during the term of this Contract, defend, indemnify and hold harmless the Government, its officers, agents, and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses, accruing or resulting from injuries or damages sustained by any person or persons, firm or corporation, or property, by virtue of the performance of this Contract.

Q. Records

29 CFR Subtitle A Section 97.36 Subsection (3)(i)(11) - The Contractor, when applicable, will present documented, precise records of time and / or money expended under this Contract.

R. Documents, Printouts, etc.

29 CFR Subtitle A Section 97.36 Subsection (3)(i)(9) - All documents, books, records, instructional material, and printouts derived there from and pertaining to this Contract shall become the property of the Government and shall be turn over to it at the termination of this Contract. The above described materials shall not be used by the Contractor or by any other person or entity except upon the written permission of the Government.

S. False Claims

Contractor warrants that is shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

T. Notice of Federal Funding

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.



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U. Other Provisions

Addenda 1 through 4 attached hereto are a part of this contract and are incorporated herein by reference.

IV. On-The-Job Training Budget - Reimbursement of Training Costs

Job Title	Number of Slots	Training Length		Wage Rate	Reimbursement Amount
		Hours	Weeks		
Survey Technician	1	40	24	\$15 per hour	90% (\$13.50)
Total OJT Reimbursement: \$ 12,960.00					

* A job description with O*Net or Standard Occupational Classification (SOC) code must be provided for each Job Title. All Virgin Islands government jobs require a Budget Office control and activity code for each position listed. The Job Order is Addendum #3.

Other Training Costs (Itemized)	Amount of Reimbursement
None Identified	
Total Other Training Costs	\$0

Total Amount of Contract: \$12,960.00

V. Location of Training Facility and Person in Charge of OJT

Survey Services Company, LLC (Gary Bourdon)
27-28 King Cross Street, Christiansted, St. Croix VI 00820

VI. OJT Training Outline and Number of Scheduled Hours for each Task Listed for each Occupation

Training Outline	Approximate weeks
Types of Surveys: Principles of basic surveying and the differences between them.	2
Field Equipment and Instruments:	2

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<ul style="list-style-type: none"> • Instructions on the care, cleaning and use of surveying tools and equipment, including field radios. Instructions on names, purpose and parts, setup, transport and the need for calibration of various surveying field instruments. • Maintain equipment and vehicles used by surveying crews. • Adjust and operate surveying instruments such as prisms, theodolites, and electronic distance-measuring equipment 	
<p>Survey Computations: Knowledge of mathematics and measurements relating to surveying (Including linear, angular, elevations and unit system conversions).</p> <ul style="list-style-type: none"> • traverse closures and adjustments, azimuths, level runs, and placement of markers. 	2
<p>Control Points: Horizontal and Vertical: Knowledge of types of survey control points and their differences.</p>	2
<p>Field Operations: Knowledge of field duties of a Survey Technician</p> <ul style="list-style-type: none"> • Collect information needed to carry out new surveys using source maps, previous survey data, photographs, computer records, and other relevant information. • Run rods for benches and cross-section elevations. • Perform manual labor, such as cutting brush for lines, carrying stakes, rebar, and other heavy items, and stacking rods. • Search for section corners, property irons, and survey points. • Position and hold the vertical rods, or targets, that theodolite operators use for sighting to measure angles, distances, and elevations. • Lay out grids, and determine horizontal and vertical controls. • Compare survey computations with applicable standards to determine adequacy of data. • Set out and recover stakes, marks, and other monumentation. • Conduct surveys to ascertain the locations of natural features and man-made structures on the Earth's surface, underground, and underwater using 	8

IRS Identification Number 66-0639104

Total Number of Present Permanent Employees 5

Total Number of Employees to be Hired and Trained under this Contract 1

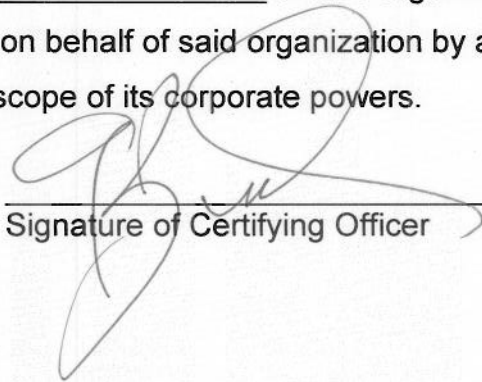
Maximum Reimbursement under this Agreement \$ 12,960.00

Name and position of the person responsible for the operation of this contract:

Gary M. Bourdon

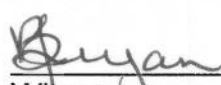
CONTRACTOR'S CERTIFICATION FOR CORPORATIONS

I, Gary M. Bourdon, certify that I am the Owner of the corporation, named as Contractor herein; that _____ who signed this Contract on behalf of Contractor, was _____ of said organization; that said Contract was duly signed for and on behalf of said organization by authority of its governing body and is within the scope of its corporate powers.



Signature of Certifying Officer

Where Contract is with an individual owner or partnership it should be witnessed by two other persons.



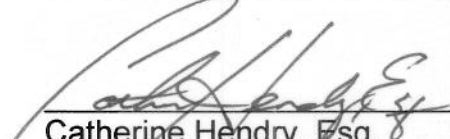
Witness



Witness


IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first written above.


GOVERNMENT OF THE VIRGIN ISLANDS



Catherine Hendry, Esq.
Commissioner Designee of Labor

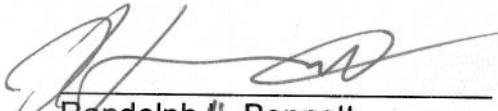
3/26/15
Date



Witness 

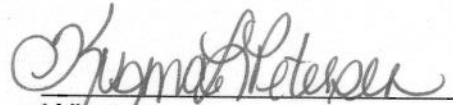
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DEPARTMENT OF PROPERTY AND PROCUREMENT



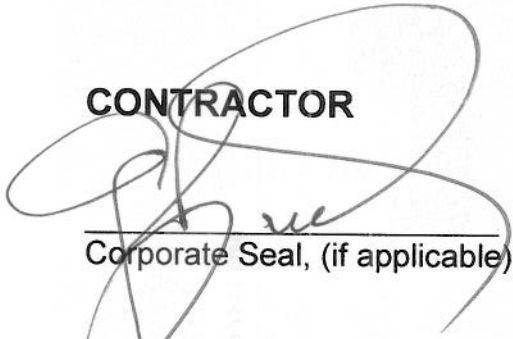
Randolph N. Bennett
Commissioner Designee of
Property and Procurement

8-26-15
Date



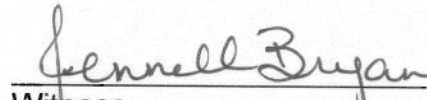
Witness

CONTRACTOR



Corporate Seal, (if applicable)

3/26/2015
Date



Witness

This agreement becomes effective upon approval by the Commissioner of the Department of Property and Procurement.

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