THE GOVERNMENT OF THE VIRGIN ISLANDS
OF THE UNITED STATES
ST. THOMAS, U.S. VIRGIN ISLANDS
DEPARTMENT OF PUBLIC WORKS

FEDERAL-AID PROJECT

MORAVIAN HIGHWAY

PAVEMENT REHABILITATION

CONTRACT BOOK

V.I. ROUTE NO. 30

PROJECT NO. VI-0030(039)

IFB NO. IFB004DPWT16 (C)

CONTRACT NO. _____

THE HONORABLE KENNETH E. MAPP
GOVERNOR OF THE VIRGIN ISLANDS

GUSTAV JAMES, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RANDOLPH BENNETT, COMMISSIONER
DEPARTMENT OF PROPERTY AND PROCUREMENT

DEPARTMENT OF PUBLIC WORKS PROJECT
OFFICE OF HIGHWAY ENGINEERING

SPECIFICATIONS, PROPOSALS AND CONTRACT DOCUMENT

The methods and materials for work to be performed within this project shall be in accordance with the "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FP-14; ENGLISH UNITS) or supplemental specifications provided in the contract documents.

312626

MORAVIAN HIGHWAY PAVEMENT REHABILITATION
PROJECT # VI-0030(039)

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MORAVIAN HIGHWAY PAVEMENT REHABILITATION
Project#: VI-0030(039)

PROJECT DESCRIPTION

LOCATION: St. Thomas, U.S. Virgin Islands

ROADWAY LENGTHS:

SEGMENT	ROUTE	LENGTH (MILES)
N/A	30	1.03

TOTAL ROAD LENGTH: 1.03

PROJECT LIMITS:

BEGIN PROJECT AT INTERSECTION OF ROUTES 30 AND 33 AND PROCEEDS 5,425 FEET EAST TO JUST BEYOND THE INTERSECTION OF ROUTE 30 AND GASVAERKS GADE.

TYPE OF IMPROVEMENT: INSTALL PIPE CULVERT. MINOR CONCRETE STRUCTURES. REMOVE AND INSTALL GUARDRAILS. ROAD RECONSTRUCTION AND REHABILITATION. VIDEO DETECTION INSTALLATION. PAVEMENT MARKING INSTALLATION. LANDSCAPING AND IRRIGATION.

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MORAVIAN HIGHWAY PAVEMENT REHABILITATION

PROJECT # VI-0030(039)

SECTION I

BIDDING INFORMATION & CONTRACT DOCUMENTS

Form No. DPP-IFB-55-75
APPROVED Com. DPP
October 30, 1974
REVISED: March 18, 2008

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
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DEPARTMENT OF PROPERTY AND PROCUREMENT

INVITATION FOR BIDS

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Invitation No: **IFB004DPWT16 (C)** Date: **March 21, 2016**

Pursuant to the Laws of the Government of the Virgin Islands sealed bids in Quintuplicate (5) copies for the work described herein will be received until: **April 21, 2016 @ 10:00 am Atlantic Standard Time at the Department of Property & Procurement Conference Room.**

Description of Work and Project Number: Moravian Highway Pavement Rehabilitation Route 30; Project # VI-0030(039) St. Thomas.

- MINOR CONCRETE STRUCTURES.
- INSTALL PIPE CULVERT.
- INSTALL GUARDRAILS.
- MEDIAN IMPROVEMENTS.
- LANDSCAPING.
- SIGNAGE.
- INSTALL VIDEO DETECTION SYSTEMS.
- PLACE THERMOPLASTIC PAVEMENT MARKINGS
- ROAD RECONSTRUCTION AND REHABILITATION.

The method and material for work to be performed within this Project shall be in strict accordance with the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14), and or supplemental Specifications provided in the contract Documents.

Bidding documents can be obtained from the Department of Property and Procurement, **8201 SUBBASE, ST THOMAS, USVI 00802 at $ 100.00 PER SET.**

Pre Bid Conference: _April 6, 2016 @ 10:00 AM Atlantic Standard Time__

Liquidated Damages: _____See Schedule in General Provisions____

Completion of Work: Three Hundred (300) calendar days

Information regarding bidding documents

Bidding Documents include the Public Notice, this Invitation to Bid, Instruction to Bidders, Contractor's Qualification Statement, the Contract, Performance & Payment Bonds, General Provisions, Special Provisions, Supplemental Specifications, Plans and Specifications. All documents are available at the Department of Property and Procurement.

Each Bid must be accompanied by a Bid Guarantee as provided for in Form No. P&P-ITB-CC-16-73 (Instruction to Bidders) which is hereby made part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail. Bid Guarantee for Preferred Bidders will be specified in 31 V.I.C. 236a (Act No. 2995 approved April 16, 1971 if Preferred Bidders Act applies. If Preferred Act does not apply, failure to provide a five (5%) percent bid bond will render the bid unresponsive. It is the Bidder's responsibility to determine if the Act applies.

The Bid Guarantee for bidders not claiming or having the status of a preferred bidder will be five (5%) per cent of the bid price. Bid Guarantee will be in the form of a Bond (Corporate or Individual Surety), Money Order, Certified Check, Irrevocable Letter of Credit, or Cash.

No Bidder will be allowed to withdraw his bid within a period of thirty (30) calendar days following the date set for the opening thereof.

Contractor's Qualification Statement

Each bidder must submit with his bid an executed copy of Contractor's Qualification Statement which is hereby made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail.

BONDS:

A Bid Bond, Performance Bond and Payment each are required as follows:

Bid Bond:	5% of the Contract
Performance Bond:	100% of the Contract
Payment Bond:	100% of the Contract

The provisions of the Preferred Bidders Act do not apply to contracts funded by The Federal Highway Administration, U.S Department of Transportation.

NOTICE TO BIDDERS

(Federal Funded Procurement)

This procurement will utilize funds provided under federally funded grants. Bidders will be required to comply with federal requirements and contract clauses applicable to such projects. Bidders are responsible for reviewing the Contract Book in its entirety.

To be eligible for the award of the contract for this project, a bidder shall comply with the special provisions on the Utilization of Disadvantage Business Enterprises that are included in the contract documents and as specified in the Instructions to Bidders. Failure to comply with these requirements will be sufficient cause for rejection of the proposal by the Department.

For projects with no established DBE goal requirement, it is the policy of the Virgin Islands Department of Public Works, that whenever possible to maximize every sub-contracting opportunity for Disadvantaged Business Enterprise.

The provisions of the Preferred Bidders Act do not apply to this contract.

Bidders are also advised that prior to the award of a contract, individual bids shall be compared to the engineer's estimate during the evaluation process to ensure that bids are neither mathematically nor materially unbalanced. These measures are taken to ensure that when a bid is awarded, the lowest ultimate cost would result to the Federal Government and only reasonable actual costs as well as reasonable proportionate costs would have been considered for overheads and other indirect costs.

FORM P & P −NB −14-73
APPROVED: 3-26-73
COMM. OF PROP. & PROC.
REVISED: 3-18-08

NOTICE TO BIDDER
(Construction Contract)

IMPORTANT — PLEASE READ CAREFULLY

To insure the submission of complete bids and to avoid omissions that could result in your bid being non-responsive, please check each of the following:

1. Have you rechecked your estimate? Are all items and amounts included? ☐

2. Is bid amount entered in the proper space provided on the Bid Form (Construction Contract)? ☐

3. Have you completed all Alternates, Separated Prices and Unit Prices (if any) on Bid Form? ☐

4. Have you acknowledged receipt of all amendments (if any) issued to the specifications? ☐

5. Do your listed subcontractors meet all applicable qualifications requirements? ☐

6. Does your bid guarantee conform to the requirements of Invitation for Bids and Instructions to Bidders? ☐

7. Have you read the clause "Termination for Default - Damages for Delay - Time Extensions," General Provisions (Construction Contract), on delays and damages? ☐

   Submission and acceptance of your bid commits you to complete your contract within the time specified. The contract may provide for assessment of liquidated damages for each day's delay beyond the contract time, for which a time extension is not granted.

8. Have you familiarized yourself with the applicable contracting provisions covering Utilization of Small Business Concerns and the Small Business Subcontracting Program? ☐

9. Have you familiarized yourself with the applicable contracting provisions covering Utilization for Disadvantage Business Enterprises Program? ☐

   CAUTION—LATE BIDS—Instructions to Bidders, clause entitled "Late Bids and Modifications of Withdrawals" which provides that late bids and modifications of withdrawals thereof sent through the mails ordinarily will be considered only if timely mailed by REGISTERED MAIL or by CERTIFIED MAIL for which a **POSTMARKED RECEIPT** has been obtained.

SPECIAL ATTENTION BIDDERS

FORM NO. P&P-ITB-CC-16-73
APPROVED: 4-23-03
COMM. OF PROP. & PROC.
Revised for FHWA Projects 7-20-15

INSTRUCTIONS TO BIDDERS
(CONSTRUCTION CONTRACT)

1. Preparation of Bids.

(a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid.

(b) The form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any items on which no price is submitted.

(c) Unless called for, alternate bids will not be considered.

(d) Modifications of bids already submitted will be considered if received at the office designated in the invitation of bids by the time set for opening of bids.

2. Conditions Affecting the Work.

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

3. Examination of Plans, Specifications, and Site of Work.

(a) The bidder is required to examine carefully the site of the work and to

familiarize himself with conditions which will be encounters and with the character, extent, quality and quantity of work or services to be performed and materials to be furnished. The bidder shall examine carefully the plans, specifications, special provisions, proposal contract form and all documents pertaining thereto. The filing of a proposal by a bidder will be presumptive evidence that he has complied with all these requirements.

(b) Borings, profiles and water elevations shown on the plans were obtained for use of the Department in preparation of the plans for the work, and the bidder is hereby cautioned that the Department assumes no responsibility for the accuracy of this data. The bidder, in preparing his proposal, shall take cognizance, of the difficulty of accurately classifying all materials encountered in making investigations, the possible erosion of stream channels and banks after survey data has been obtained, and the unreliability of water elevations other than for the data recorded.

4. Interpretation of Estimates.

(a) The estimate of quantities of work or services to be performed and materials to be furnished appearing on the proposal forms and on the plans, is approximate only and is given for the sole purpose of comparing bids and determining the award of the contract. The Department does not expressly, or by implication, guarantee that the actual quantities will agree with those shown on the proposal form and the contractor shall not plead misunderstanding or deception of such estimate of quantities or the character, location or other conditions pertaining thereto. The Department reserves the right to increase or decrease any or all of the above-mentioned quantities of work or services or to omit any of them as may be deemed as necessary, as herein provided.

(b) Only such quantities of the respective items of work or services actually performed and accepted or of materials furnished and accepted will be paid for.

5. Bid Guarantee.

Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

A bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practice after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

If the successful bidder, upon acceptance of his bid by the Government within the period specified therein for acceptance (thirty days) fails to execute such further contractual documents, if any, and give such bonds(s) as may be required by the terms of the bid as specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

6. Explanation to Bidders.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested In writing no later than 10 days prior to bid opening to allow sufficient time for a reply to each bidder before the submission of their bids. Such requests shall be addressed to the Contracting Officer or his designated representative. Questions and requests for clarification may also be raised at the Pre-bid Conference. The Contracting Officer will issue addenda covering any revisions and/or additions to the contract documents as a result of any questions and requests for clarifications made.

7. Late Bids and Modifications or Withdrawals.

(a) Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be accepted. All proposals shall be filed prior to the date and time specified in the Invitation for Bids. Proposals received after the time of opening of Bids will be rejected and returned unopened to the Bidder.

(b) Proposals may be submitted by registered mail in which case the sealed proposal shall be enclosed in a larger envelope addressed to the Contracting Officer. Bidders using certified or registered mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. Mailed proposals received after the specified date and time for opening of bids will be rejected and returned unopened to the bidder.

(c) The time of mailing of late bids submitted by registered or certified mail

shall be deemed to be the last minute of the date shown on the post mark on the registered mail receipt or registered mail wrapper or on the Receipt for certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the time and making the entry, with appropriate written verification of such entry form the post office station of mailing, in which case the time of mailing shall be the time shown on the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

8. Submission of Bids.

Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in a premature opening of, or a failure to open, such bid.

SEALED BID - DO NOT OPEN

BID NO.
(NAME OF BIDDER)
(MAILING ADDRESS OF BIDDER)
(TELEPHONE AND FAX NUMBER OF BIDDER)
(DATE OF OPENING)
(TIME OF OPENING)

9. Withdrawal of Bid.

Bids may be withdrawn only by written request received from bidders prior to the time set for opening of bids.

10. Bid Protests.

A bid protest must be in writing and filed with the Contracting Officer. Oral objections, will be considered if submitted within 3 days after basis is known or should have become known, and should be submitted in writing within 7 business days.

(a) Time for Filing

(1) A bid protest must be filed no later than 7 business days after the basis for protest is known or should have been known, whichever is earlier.

(2) A protest based on alleged improprieties in the solicitation which are apparent before the bid opening or the closing date for receipt of proposals shall be filed before the opening date or the closing date for receipt of initial proposals.

(b) Content of Written Protest

(1) Name, email address, mailing address, and telephone number of protestor
(2) Invitation for Bid (IFB) Number
(3) Reasons for protest
(4) Supporting exhibits, evidence or documents to support; If not available within filing time, specify expected time to submit.
(5) Mark Envelope "Protest"

Bid protests will be resolved between the Evaluation Committee, Contracting Officer and the Commissioner.

11. Competency of Bidders.

(a) Each bidder shall submit with his bid, or previously, an attested statement on the prescribed forms, of his business and technical organization available for the contemplated work or service, including his financial resources and his construction experience, comparable with the requirements of the project bid upon.

(b) The Government expressly reserves the right to reject any bid in which the facts as to business and technical organization, financial resources, or construction experience, compared with the requirements of the project bid upon, justify such rejection.

(c) Each bidder shall submit with his bid complete answers to the prescribed plan and equipment questionnaire showing in detail the proposed manner of handling the contract, the organization of forces, the equipment layout, camp setups and other pertinent information.

12. Disqualification of Bidders and Rejection of Proposals

(A). Any Bid may be rejected in whole or in part when it is in the best interest of the Government to do so.

(B) A bid may be rejected for the following reasons but are not limited to:

1. Unreasonable price.
2. Bid proposal is not responsive i.e., documentation required does not conform in all material respects to the solicitation.
3. Bidder is determined to be non-responsible. A determination of non-responsibility may be made for, but is not limited to, any of the following reasons:
(a) Bidder is debarred or ineligible.
(b) The unit prices contained in the bid are unbalanced.
(c) Inadequate quantity or quality of experience, plant, equipment, financing, manpower or resources.
(d) Bidders, workload which, in the judgment of the Government may hinder or prevent the prompt completion of the work if awarded.
(e) Default by the bidder on other Contracts.
(f) Failure to pay or satisfactorily settle all reasonable and just bills due for labor and material on prior or current contracts.
(g) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names; bidder is interested in more than one proposal on the same contract
(h) Failure to perform satisfactorily on other contracts awarded, and the conditions leading to unsatisfactory performance remains unresolved.
(i) Any other reason affecting the bidder's ability to perform, or record of business integrity.
(j) Bidder not otherwise qualified and eligible to receive an award under applicable laws and regulations.

4. Bidder fails to supply information to the Contracting Officer promptly after notification is made that the information is required in connection with a determination to made pursuant to the evaluation of the proposals.

5. All bids may be rejected in whole or in part, prior to award, when, the Contracting Officer determines that this action is fiscally advantageous or otherwise in the Government's best interest. A notice of rejection of all bids shall be sent to all vendors that submitted bids, and the bids which have been opened shall be retained by the Contracting Officer.

13. Bidder's Qualifications.

Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in

performing comparable work, his business and technical organization, financial resources, and plant available to be used in performance the work.

14. Public Opening of Bids.

Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative. However, any proposals determined to be unacceptable at the public opening will not be read and reason for the rejection will publicly stated.

15. Award of Contract.

(a) Award of contract will be made to the lowest, responsive, responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Government, price and other factors considered. (as per 23 CFR 635.114)

(b) The Government may, when in its interest, reject any of all bids or waive any informality in bids received. The basis for rejection shall be provided in writing to all bidders.

(c) Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

(d) In the instance of tie bids between in-State/Territory bidders, a drawing shall be conducted by the Evaluation Committee, and a witness shall be present representing each bidder in the draw. In the event identical low bids are received between in-State/Territory and out of State/Territory bidders, the award shall be made to the in-State/Territory bidder.

16. Execution of Contract, Contract Bonds and Insurance.

(a) The bidder whose bid is accepted will, within the time established in the bid, enter into a written contract with the Government and, if required, furnish performance and payment bonds on Government standard forms in the amounts indicated in the invitation for bids or the specifications and provide proof of any required insurance coverage.

(b) After a Concurrence by the Federal Highway Administration, Notice of

Award and formal Contract Documents shall be forwarded to the bidder by the Contracting Officer for execution. The bidder will execute the Contract Documents and return the same, together with fully executed Payment and Performance Bonds (if required) to the Contracting Officer within 10 days of receipt. The Contracting Officer shall execute the Contract within 60 days of receipt and forward the bidder a copy. If the Contracting Officer fails to execute the contract within 60 days, the bidder may, as its sole remedy, withdraw its bids.

17. Failure to Execute Contract

Failure of the bidder to execute the contract within the time mentioned shall be cause for the annulment of the award and forfeiture of the bid guaranty which shall become the property of the Government in liquidation of damages sustained not as a penalty. Award may then be made to the next lowest, responsive, responsible bidder or the work may be readvertised for receipt of proposals.

BID SCHEDULE

BID SCHEDULE NOTES TO BIDDERS

1. All unit prices shall be stated in both words and figures on the schedule. In the event of a discrepancy between the price in words and the price in figures, the words shall govern. In the event of a discrepancy between the calculated unit price total and the stated total for an item, the unit price total shall govern. In the event of a discrepancy between the calculated sum of all unit price totals and the stated total, the calculated sum of all unit price totals shall govern.

2. All prices shall be in ink or typewritten. Alterations or erasures shall void the Bid.

3. All prices shall include labor, materials, and equipment for work in place in accordance with the Drawings, Specifications, and Contract Documents.

4. Detailed prices for the construction Items should be included for each item and the total sum of those items will conform to the total amount. Failure to include these prices will cause bids to be unresponsive.

TIME OF COMPLETION

Contract time will begin 10 days after the Notice to Proceed and work will be completed within **300** calendar days.

BID SCHEDULE

IFB NO.__IFB004DPWT16 (C)____ PROJECT NO. VI-0030(039)___

CONTRACTOR'S NAME:_____

_____

CITY STATE ZIP CODE

The undersigned Contractor proposed to furnish all labor, tools, equipment, machinery, and supplies for the Moravian Highway Pavement Preservation to Route 30 subject to all conditions and requirements of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14 as revised and amended and the Contract Documents.

ITEM NO.	APPROX. QUANT.	ITEM AND UNIT PRICE BI DS (IN WORDS)	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
15101-0000	1 LS	MOBILIZATION_____ _____		
15201-0000	1 LS	CONSTRUCTION SURVEY AND STAKING _____ _____		
15401-0000	1 LS	CONTRACTOR TESTING _____ _____		
15706-1000	10 EA	SOIL EROSION CONTROL, INLET PROTECTION _____ _____		

PROJECT NO. VI-0030(039)

ITEM NO.	APPRX. QUANT.	ITEM AND UNIT PRICE BIDS(IN WORDS)	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
20102-0000	1 LS	CLEARING AND GRUBBING		
20302-0300	20 LF	REMOVAL OF CURB AND GUTTER, CONCRETE		
20302-1200	762.5 LF	REMOVAL OF GUARDRAIL		
20303-1600	3115 SY	REMOVAL OF PAVEMENT, ASPHALT		
20303-3200	25 SY	REMOVAL OF SIDEWALK, CONCRETE		
20401-0000	690 CY	ROADWAY EXCAVATION		

PROJECT NO. VI-0030(039)

ITEM NO.	APPRX. QUANT.	ITEM AND UNIT PRICE BIDS(IN WORDS)	UNIT PRICE DOLLARS/CENTS	ITEM NO. DOLLARS/CENTS
30102-0800	3115 SY	AGGREGATE BASE, 8", GRADING D		
40301-0200	706 TON	HOT ASPHALT CONCRETE PAVEMENT, GRADE B, 4"		
40301-0400	3455 TON	HOT ASPHALT CONCRETE PAVEMENT, GRADE D, 2"		
41301-0600	15000 SY	ASPHALT PAVEMENT MILLING, 2"		
60101-0000	150 CY	MINOR CONCRETE, EXTEND EXISTING WALL		
60101-1000	20 CY	MINOR CONCRETE, CURB & SIDEWALK REPAIRS		

PROJECT NO. VI-0030(039)

ITEM NO.	APPRX. QUANT.	ITEM AND UNIT PRICE BIDS(IN WORDS)	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
60201-0400	120 LF	12" PIPE CULVERT, HDPE		
60412-2000	20 EA	REMOVE AND RESET MANHOLE FRAME AND COVER		
60706-0000	9 EA	CLEANING DRAINAGE STRUCTURE		
61101-0000	1 LS	WATER SYSTEM, IRRIGATION		
61701-1350	137.5 LF	GUARDRAIL SYSTEM, G4, TYPE 2 CLASS B STEEL POST		
61703-1000	2 EA	TERMINAL END, TYPE ROUND		

PROJECT NO. VI-0030(039)____

ITEM NO.	APPRX. QUANT.	ITEM AND UNIT PRICE BIDS(IN WORDS)	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
61703-2000	2 EA	TERMINAL END, TYPE FLARED _____ _____		
62632-0000	1 LS	PLANTINGS _____ _____ _____		
63303-0500	2 EA	PROJECT SIGN, 4 x 8 PLYWOOD _____ _____		
63304-0900	220 SF	SIGN, ALUMINUM, TYPE 3 SHEETING _____ _____		
63401-1500	20000 LF	PAVEMENT MARKINGS, TYPE H, SOLID 6" _____ _____		
63401-1550	600 LF	PAVEMENT MARKINGS, TYPE H, SOLID 24" _____ _____		

PROJECT NO. VI-0030(039)____

ITEM NO.	APPRX. QUANT.	ITEM AND UNIT PRICE BIDS(IN WORDS)	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
63401-1600	2750 LF	PAVEMENT MARKINGS, TYPE H, BROKEN 6" _____ _____		
63405-2900	10 EA	PAVEMENT MARKINGS, TYPE H, TURN ARROW _____ _____		
63405-2950	12 EA	PAVEMENT MARKINGS, TYPE H, STRAIGHT ARROW _____ _____		
63405-3000	4 EA	PAVEMENT MARKINGS, TYPE H, STRAIGHT/TURN ARROW COMBO _____ _____		
63501-0000	1 LS	TEMPORARY TRAFFIC CONTROL _____ _____		

ITEM NO.	APPRX. QUANT.	ITEM AND UNIT PRICE BIDS(IN WORDS)	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
63602-6000	4 EA	SYSTEM INSTALLATION,TRAFFIC DETECTOR SYSTEM, CAMERA/VIDEO TYPE _____ _____		

IFB NO.__IFB004DPWT16 (C)____ PROJECT NO. VI-0030(039)_ __

ATTENTION: See notes at the beginning of this unit price schedule.

TOTAL AMOUNT OF THIS PROPOSAL, BASED ON ENGINEER'S ESTIMATE OF QUANTITIES IS AS FOLLOWS:

_____DOLLARS_____CENTS

$_____

_____
BIDDER'S SIGNATURE

FORM No. DPP-BLSC-21-73
APPROVED: 3/26/73
COMM. OF PROP. & PROC.
REVISED: 3/18/08

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
——— 0 ———
Department of Property and Procurement

BID FOR UNIT PRICE CONSTRUCTION CONTRACT

Place: ..DPP 3rd Floor Conference Room….....

INVITATION No. …IFB004DPWT16 (C)……

Date: ……April 21, 2016…….

Proposal of ……...……..

(hereinafter called "Bidder") a corporation*, partnership or joint venture organized and existing under the laws of the State of …….....…….

an individual doing business as …….

To the Government of the Virgin Islands, Department of Property and Procurement (hereinafter called the "Government").

GENTLEMEN:

The Bidder, in compliance with your invitation for bids for the construction of:

……
……
……
……

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Government and to fully complete the project the project within ..... days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $ ……., as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

…….....
…….....
…….....

BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of ……...

……. ($ ……. **(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)**

Bidder understands that the Government reserves the right to reject any or all bids and to waive any informalities in bidding.

Insert corporation, partnership or individual as applicable.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal contract within 10 calendar days and deliver a Surety Bond or Bonds as required by the Invitation to Bid.

The Bidder agrees that if awarded a Contract hereunder he will, within such time as determined by the Contracting Officer, before or after the date of commencement of work, prepare and submit to the Contracting Officer for approval a practicable schedule, showing the order in which he proposes to carry on the work; the date on which he will start several salient features (including procurement of materials and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at the end of each week or at such intervals as directed by the Contracting Officer, and shall immediately deliver to the Contracting Officer three (3) copies thereof.

If, in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may, **inter alia,** require him to increase the number of shifts, and/ or overtime operations or days of work and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Government.

Failure of the Contractor to comply with the requirements of the Contracting Officer under the provisions thereof shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the delays-damages article of the contract.

The bid security attached in the sum of …….....

……..…… ($.....) is to become the property of the Government in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Government caused thereby.

Respectfully submitted:

…...…….....
(Signature)

[SEAL – if bid is by a corporation]

...…….....
(Official Designation)

...…….....
(Business Address)

==========

ACCEPTANCE AND NOTIFICATION
THE GOVERNMENT OF THE VIRGIN ISLANDS

The above proposal by Bidder is hereby accepted and he is so notified.

Date: …….

……
Commissioner of Property and Procurement
and Contracting Officer

CONSTRUCTION CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2016 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement and DEPARTMENT OF PUBLIC WORKS (hereinafter referred to as "Government") and _____. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for **Moravian Highway Pavement Rehabilitation on Route 30 Project Number, VI-0030(039), on the island of St. Thomas, United States Virgin Islands** in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract), which duties and responsibilities are more particularly described in ***Section I***, ***Section II***, and ***Section III of the Contract Book***, attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SERVICES**

The Contractor will provide the services described more particularly in Section I (Bid Schedule) incorporated herein by reference and made a part of this construction contract.

2. **TERM**

This Contract shall commence upon execution by the Governor and shall terminate ***Three hundred*** **(300*)*** calendar days, or in accordance with an agreed upon extension pursuant to the General Provisions. Particular reference should be made to the Notice to Proceed.

3. **COMPENSATION**

The Government, in consideration of satisfactory performance of the services described in Section I, agrees to pay the Contractor the sum of _____ in accordance with the provisions set forth in Section II(Schedule of Amounts, Periodical Pay Estimate, and Change Order), attached hereto.

4. **LIQUIDATED DAMAGES**

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, liquidated damages of _____

for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. **RECORDS**

The Contractor will present documented, precise records of time and/or money expended under this Contract.

6. **PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to Contractors doing business in the United States Virgin Islands.

7. **DOCUMENTS, PRINTOUTS, ETC.**

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived there from and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or at the Government's request, during the life of the contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. **LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor or whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. **ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

10. **INDEMNIFICATION**

Contractor agrees to investigate, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may

incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. **INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. **GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

13. **WAIVERS AND AMENDMENTS**

No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the project, which, are the subject matter of this Contract, are merged herein.

15. **RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms, hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising there from, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

16. **CONDITION PRECEDENT**

This contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. **TERMINATION**

Either party will have the right to terminate this contract with cause on ten (10) days written notice to the other party specifying the date of termination.

18. **PARTIAL TERMINATION**

The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) days notice.

19. **NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. **CONFLICT OF INTEREST**

(a) Contractor covenants that it 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 perform under this Contract.

(b) Contractor further covenants that it is:

(1) 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 the legislative, executive, or judicial branch of the Government or any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

(2) a territorial officer or employee and, as such, has:

(i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

(ii) not made, negotiated or influenced this contract, in its official capacity;

(iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

21. **EFFECTIVE DATE**

The effective date of this Contract is upon the execution by the Governor.

22. **NOTICE**

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT	Randolph N. Bennett Commissioner Department of Property and Procurement Building No. 1, Third Floor, Subbase St. Thomas, VI 00802 Gustav James Commissioner Department of Public Works 8244 Subbase St. Thomas, VI 00802
CONTRACTOR	Contractor Name President Company Address St. Thomas, VI 00801

23. **LICENSURE**

The Contractor covenants that it has:

a. obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and

b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. **CONTRACTOR'S REPRESENTATIONS**

The Contractor agrees that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that he has been engaged in and now does such work and represents that he is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal notice to proceed and complete the work within the number of days specified in the proposal or as extended in accordance with the General Provisions of the Contract.

The Work shall be done under the direct supervision of the Government, and in accordance with the laws of the Government and its Rules and Regulations there under issued and any and all applicable federal rules and regulations.

The parties hereto agree that this contract shall, in all instances, be governed by the Laws of the Government of the Virgin Islands.

25. **WARRANTY OF NON-SOLICITATION**

The Contractor expressly warrants that he has employed no person to solicit or obtain this contract on his behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that he has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of such brokerage, commission or percentage; and that all monies payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

26. **FALSE CLAIMS**

Contractor warrants that it 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.

27. **DEBARMENT CLAUSE**

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.

28. **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.

29. **CERTIFICATION OF EMPLOYMENT**

Contractor hereby agrees that pursuant to 31 V.I.C. 236(h) it will hire at least two individuals from the Welfare to Work program administered by the Labor and Human Services Departments.

30. **OTHER PROVISIONS**

Section I through Section III attached hereto, documentation included in the Invitation Bid Package and Plans/Specifications are hereby incorporated by reference and made a part of this contract. The valid Specifications for this contract is the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14) including errata and amendments with the exception of any reference to Federal Acquisition Regulation. Contract clauses contained in FP-14 is also modified by any pertinent supplemental specifications that are included Section III.

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

WITNESSES**:** GOVERNMENT OF THE VIRGIN ISLANDS

_____ _____ _____
Randolph N. Bennett, Commissioner Date
Department of Property and Procurement

_____ _____ _____
Gustav James, Commissioner Date
Department of Public Works

CONTRACTOR

_____ _____ _____
President Date
Company
(Corporate seal, if Contractor is a corporation)

APPROVED:

_____ Date:_____
Kenneth E. Mapp
Governor of the Virgin Islands

APPROVED AS TO LEGAL SUFFICIENCY
AT THE DEPARTMENT OF JUSTICE BY: _____ Date: _____

_____ LORG: ACCT: CC:
MED NO. ACCOUNT CODE NO.

CERTIFICATE OF APPROVAL
I hereby certify that this is a true and exact copy of
Contract No.( ) entered into between
the Department of Property & Procurement and {Company Name}

_____
Randolph N. Bennett, Commissioner
Department of Property and Procurement

MORAVIAN HIGHWAY
ROUTE 30
PAVEMENT REHABILITATION

PROJECT # VI-0030(039)

SECTION II

CONTRACT REQUIREMENTS

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(FHWA Funded Construction Contract)

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GENERAL PROVISIONS

(For FHWA Funded Construction Contracts)[1]

1. Definition of Terms

Whenever in this subchapter or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1. Advertisement - A public announcement inviting bids for work to be performed or materials to be furnished.

2. ASTM - American Society for Testing Materials.

3. Award - The written acceptance by the Government of a bid.

4. Bid - The offer of a bidder, on prescribed forms, to perform the work and to furnish the labor and materials at the price quoted.

5. Bidder - Any individual firm or corporation submitting a bid on the proposal form for the work contemplated, acting directly or through a duly authorized representative.

6. Bid Forms - The approved forms on which the Government requires bid to be prepared and submitted for the work.

7. Bid Guarantee - The security furnished with a bid to guarantee that the bidder will enter into the contract if the bid is accepted.

8. Bid Schedule - The prepared schedule included with the bid forms, containing the estimated quantities of pay items for which unit bid prices are invited.

9. Bridge - A single or multiple span structure, including supports, erected over a depression or an obstruction, such as water, highway or railway, and having a track or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than 20 feet between breast walls of abutments or spring lines of arches or extreme ends of openings for multiple boxes.

---

[1] These General Provisions implement provisions contained in Subchapter 242 of the Virgin Islands Rules and Regulations. Certain of the General Provisions contained have been modified from the form to conform with Federal regulations applicable to contracts funded with Federal Highway Administration grants. In the event of a conflict between the General Provisions of this contract and provisions contained in SubChapter 242, the contract provisions shall govern.

The 20-foot measurement shall be between points on the breast walls six (6) inches below the bridge seats or in the case of frame structures, immediately under the top slab.

A bridge may include multiple pipes where the clear distance between openings is less than half of the smaller contiguous openings. All measurements shall include the widths of intervening piers of division walls.

10. Bridge Length - The greater dimension of a structure measured along the center of the roadway between backs of abutment back walls or between ends of bridge floor.

11. Bridge Roadway Width - The clear width of structure measured at right angles to the center of the roadway between the bottom of curbs or, if curbs are not used, between the inner faces of bridges parapet or railing.

12. Calendar Day - Any day shown on the calendar beginning and ending at midnight.

13. Change Order - A written agreement on an approved form signed by the contractor and the Commissioner of Property and Procurement, involving changes or additional work within the provisions of the contract and not considered of sufficient importance to require a supplemental agreement.

14. Commissioner - The Commissioner of Public Works or his authorized representative.

15. Contract - Any agreement, executed and approved by the Department of Property and Procurement in the name of the Government of the Virgin Islands, and the successful bidder to whom the award is made, covering the performance of the work or services and the furnishing of labor and materials, by which the contractor is bound to perform work or services and furnishing labor and materials, and by which the Government of the Virgin Islands is obligated to compensate him therefore at the mutually established and accepted contract considerations. The contract shall include the plans, specifications, proposal, special provisions, performance bond, payment bond, and any other written mutual supplement agreements and understandings that are required to complete the construction of the work or performance of the services in an acceptable manner, including authorized extensions thereof.

16. Contract Items - The obligation of the contractor, including the performance of all work or services and the furnishing of all labor and materials, described in the text of a specification item included in the contract or described in any subdivision of the text of the special provisions of the contact or described in any subdivision of the text of the special provisions of the contract and identified as an "item" with title and number.

The work "item" in the contract shall be construed to mean "contract item" (notwithstanding that for convenience in the bid schedule, when a contract item involves more than one pay name, each pay name is given a place and number in the column headed "Items"). Provided, however, that solely for carrying out the purposes hereof, the word "item" (with or without modifiers) shall be construed to

refer to an individual pay name of a contract item whether or not the given individual pay name constitutes an entire contract item.

The "major item" shall be defined as any item whose total cost, determined by multiplying the proposed quantity and the contract unit price, is equal to or greater than 5 percent of the total contract cost. All other contract items shall be considered as minor items. Items appearing as minor items in the original proposal shall be construed as becoming major items when increased to the extent that the total cost of the item is equal to or greater than 5 percent of the total original contract cost.

16a. Contracting Officer - The Commissioner of the Department of Property and Procurement.

17. Contractor - The individual, partnership, firm or corporation executing a contract as party of the second part, acting directly or through his lawful agents or employees, who is primarily liable for the acceptable performance of the work or services for which he has contracted, and for the payment of all legal debts pertaining to the work.

18. Contract Time - The number of calendar days allowed for completion of the contract. If a specified completion date is shown in the proposal in lieu of number of calendar days, the contract shall be completed by that date.

19. Culvert - Any structure that provides an opening under the roadway but does not meet the classification of a bridge. 20. Department - The Department of Public Works of the Government of the Virgin Islands.

21. Directive - A written notification to the Contractor implementing work or actions that are provided for in the contract and does not warrant a contract modification.

22. Engineer - The Commissioner of Public Works acting directly or through the assistant or representative duly authorized by him; such assistant or representative acting only within the scope of the particular duties assigned to him or within the scope of the authority vested in him.

23. Equipment - All machines, implements, power tools, live-stock, tools and apparatus necessary for the proper construction and acceptable completing of the work or services, together with the necessary supplies for the operation, upkeep and maintenance of the same.

24. Extra Work - Work or services to be performed or labor and materials to be furnished by the contractor to complete the project in an acceptable manner but for which there is not applicable basis of payment, either direct or indirect, provided in the proposal or the contract.

25. Government - The Department of Property & Procurement and The Department of Public Works.

25a. Force Account - A basis of payment for the direct performance of Highway Construction work with payment based on the actual cost of labor, equipment and materials furnished and consideration for overhead and profit. This method is utilized when the contractor and owner cannot agree on a unit price or lump sum amount on extra work or if those methods are impracticable.

26. Highway, Street or Road - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

27. Inspector - The authorized Government representative assigned to make detailed inspections of contract performance.

28. Laboratory - The official testing laboratory of the Department of Public Works or such laboratory as may be designated by the Commissioner.

The paragraph below is modified by Amendment to the Supplemental Specification paragraph 3(a).

29. Materials - Any substances specified for use in the construction of the project and its appurtenances.

30. Notice to Proceed - Written notice to the Contractor to begin the contract work; includes when applicable, the beginning date of contract time.

31. Pavement Structure - The combinations of subbase, base course, and surface course, placed on a subgrade to support the traffic load and distribute it to the roadbed.

*Subbase - The layers of specified or selected material of designed thickness placed on a subgrade to support a base course.

*Base Course - The layer or layers of specified or selected material of designed thickness placed on a subbase or subgrade to support a surface course.

*Surface Course - One or more layers of an unspecified material designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "Wearing Course."

32. Payment Bond - The security furnished by the contractor to guarantee the prompt payment of all persons supplying labor and materials in the performance of the work or services provided in the contract. The penal sum in this bond shall be a percentage percent of the total contract amount. For Contracts requiring no performance bond, a contractors will undergo pre-qualification.
(Modified for FWHA Funded Contracts).

33. Performance Bond - The security furnished by the contractor to guarantee the completion of all the requirements of the contract within the original term of the

contract and any extension that may be granted, in accordance with the terms of the contract. The penal sum in this bond shall be a percentage of the total contract amount. For Contracts requiring no performance bond, a contractors will undergo pre-qualification. (Modified for FWHA Funded Contracts).

34. Plans and Drawings - The official approved plans, profiles, cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show required alignment and grades, layout, and design of structures, cross sections, accessory features and the particular location, character, dimensions and details or any other work to be performed.

35. Presplitting - The method of controlled blasting by which a fracture plane is created in rock which prevents the resulting rock face from being adversely affected by subsequent blasting and excavation operations.

36. Profile Grade - The trace of a vertical plane intersecting a particular surface of the proposed road construction located as shown on the plans. Profile grade means either elevation or gradient of such trace according to the context.

37. Proposal - The written offer of the bidder to perform the contemplated work or services and furnish the necessary materials when made out and submitted on the approved proposal form, properly signed and guaranteed.

38. Proposal Guarantee - The required security submitted with the proposal to insure the execution of the contract and bonds for the performance of the work or services if the bidder is awarded the contract.

39. Questionnaire - The specified form on which a bidder shall furnish required information as to his ability to perform and finance the work.

40. Reasonable Close Conformity - Compliance with reasonable and customary manufacturing tolerances and construction tolerances where working tolerance are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the work and the interest of the Government.

41. Resident Engineer - The authorized representative of the Engineer, assigned direct charge of construction work.

42. Right-of-Way - A general term denoting land, real property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

43. Roadbed - The graded portion of highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

44. Roadside - A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may be considered roadside.

45. Roadside Development - Those items necessary to complete the highway, which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

46 Roadway - The portion of a highway within limits of construction.

47. Shoulder - The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

48. Sidewalk - That portion of the roadway primarily constructed for the use of pedestrians.

49. Special Specifications - Special requirements, regulations or directions prepared to cover conditions peculiar to a particular project which are not thoroughly or satisfactorily expressed in these regulations.

50. Specifications - The directions, provisions and requirements setting forth or relating to the method and manner of performing or paying for the work or services or to the kinds and qualities of materials and labor to be furnished under the contract.

51. Specified Completion Date - The date on which the contract work is specified to be completed.

52. Statistically Based Acceptance - The analysis of all test results collectively and statistically by quality level analysis standard deviation method, as derived from the Standard Specifications FP-14 to determine the total estimated percent within the applicable specification limits for acceptance.

53. Structures - Bridges, culverts, catch, basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drain and other features which may be involved in the work and not otherwise classed herein.

54. Subcontractor - The individual, firm or corporation undertaking the execution of a part of the work or services under the terms of the contract by virtue of an agreement with the contractor, subject to the approval of the engineer.

55. Subgrade - The top surface of a roadbed upon which the pavement structure and shoulders including curbs are constructed.

56. Subheadings - The subheadings printed in these specifications are intended for convenience of reference only and shall not be considered as having any bearing on the interpretation thereof.

57. Substantial Completion - The point at which the project is complete such that it can be safely and effectively used by the public without further delays, disruption, or other impediments. For conventional bridge and highway work, the point at which all bridge deck, parapet, pavement structure, shoulder, drainage, sidewalk, permanent signing and markings, traffic barrier, safety appurtenance, utility, and lighting work is complete.

58. Substructure - All of that part of a structure below the bearings of simple and continuous spans, skewbacks or arches and construction joints at the top of the vertical members of abutments and piers of rigid frames including back walls, wingwalls and wing protection railings.

59. Superintendent - The Contractors authorized representative with authority to act for the Contractor.

60. Superstructure - All that part of a structure above the bearings of simple and continuous spans, skewbacks of arches and construction joints at the top of the vertical members of abutments and piers of rigid frames; excluding back walls, wingwalls, and wing protection railings unless supported by the superstructure.

61. Supplemental Agreement - A written agreement executed by the contractor and the Commissioner of Public Works, with the consent of the Contracting Officer and the contractor's surety, supplementing the contract to cover changes or changed conditions incidental to and necessary for the acceptable completion of the contract. Signature by the Governor will not be required once approved by FHWA.

62. Surety - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

63. Tie Bids - Responsive bids from responsible bidders that are identical in price, terms and conditions and which meet all the requirements and evaluation criteria set forth in the invitation for bids.

64. Traveled Way - The portion of the roadway for the movement of vehicles, exclusive of shoulders.

65. Turnouts - That portion of the roadway constructed as additional width to allow for safe passing of vehicles.

66. Work - The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the project and the carrying out of the duties and obligations imposed by the contract upon the Contractor.

67. Abbreviations

AA	Aluminum Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pavement Association
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWPA	American Wood Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
FHWA	The Federal Highway Administration
GSA	General Services Administration
ITE	Institute of Transportation Engineers
MIL	Military Specifications
NBS	National Bureau of Standards
ITFPA	National Forest Products Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PTI	Post-Tensioning Institute
SAE	Society of Automotive Engineers
SF	Standard Form
SSPC	Steel Structures Painting Council
TAI	The Asphalt Institute
UL	Underwriter's Laboratory

(Ref. V.I. Rules 242-1(a)

2. Intent of Plans and Specifications

The intent is to provide for the construction to final and acceptable completion in every detail, within the time specified, of the work described therein which the contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The contractor shall perform the work in accordance with the lines, grades, dimensions, typical cross sections and other data shown on the plans or as modified by written order. The contractor shall

furnish all materials, equipment, tools and labor and everything necessary to execute the work in accordance with the contract.

(Ref. V.I. Rule 242-30 -- Modified for FHWA contracts.)

3. Extra Work

(a) Work or materials required for the satisfactory completion of the contract and not included under the unit price bid for an item shall be designated as extra work. This extra work may be included in the contract by change order of the engineer. The Department may require the contractor to submit a written proposal for the additional items. The Contractor shall start work as ordered under any, extra work order or supplemental agreement upon execution thereof by the contractor, Commissioner of the Department of Public Works, and the Federal Highway Administration when the project is funded, in part or in whole, by federal funds. Acknowledgment of the order shall be by the Commissioner of The Department of Property and Procurement but which shall not serve to preclude payment for any work satisfactorily completed prior to that date.

(b) The contractor shall perform this extra work in accordance with the intent of the specifications and under the direction of the resident engineer. No claims for extra work will be paid unless the work was authorized in writing prior to beginning construction. If agreement cannot be reached on the price for the items involved, the engineer may order the work done by force account or may do it in any manner deemed best for the Government.

(Ref. V.I. Rule 242-33.)

4. Detours on Highway Construction

(a) Any existing traveled road within the limits of the contract shall be kept continuously open for such public traffic as used the road before construction began. All trails, roads, and highways intersecting the road under construction shall be kept open and passable, temporary approaches and crossing shall be provided and maintained in safe condition. In lieu of maintaining traffic along the improvement, the contractor may bypass the traffic over detours constructed and maintained at his own expense. The location, character of construction and maintenance of all detours shall be approved by the Commissioner. All detours shall be designed in accordance with the MUTCD Part 6 Temporary Traffic Control, Latest Edition. All expenses of construction and maintenance of acceptable traffic ways over the project and of detours and passageways shall be borne by the contractor without direct compensation except such detours as may be covered by an item in the proposal for “Special Detours." If such an item is included, the work will be covered by a special provision and the detour will be shown on the plan for the project.

(b) If during the construction under this contract adjacent sections of highway are under construction by the Department, the contractor shall allow access to the other sections over that part of the road already constructed which is in condition to support traffic, provided authority is granted by the Commissioner for the use of the highway for this purpose. This authorization shall be furnished to the contractor in writing and it shall prescribe the limitations and regulations to be observed by the traffic thus granted permission to use the roadway. It is understood that the organization or contractor granted such authority shall be held responsible for any or all damages which may be caused to any of the roadway already completed or under way on this contract, and

both parties shall be bound to observe the decision of the Commissioner in regard to the estimated damages.

(Ref. V.I. Rule 242-34.)

5. Structures and Obstructions

(a) All structures, fences, buildings, or encumbrances of any character, upon or within the limits of the project, shall be carefully removed by the contractor and disposed of as indicated on the plans or directed by the resident engineer. Any material so removed which the resident engineer may order salvaged shall be carefully stored and remain the property of the Government and may be used in the construction if so ordered. Unless otherwise provided, material from any existing old structure may be used temporarily by the contractor in erection of the new structure with the approval of the resident engineer. Unnecessary damage to such material shall be avoided.

(b) Payment for this work shall not be made directly except for specific cases expressly identified for payment as separate items in the proposal and covered by special provisions.

(Ref. V.I. Rule 242-36.)

6. Materials Found on Job

The contractor, with the approval of the resident engineer, may use in the construction any suitable stone, gravel, sand or other acceptable material found in the earthwork operations and will pay only the corresponding contract unit price therefor, but, if required, he shall provide at his own expense sufficient suitable material of similar nature to complete the portion of the work which was original contemplated to be completed with such used material. No charge for materials so used will be made against the contractor except that he shall replace it as provided above. The contractor shall not excavate or remove any material from within the right-of-way or property which is not within the excavation as indicated by the plans and established in the field, without prior written authorization by the resident engineer.

(Ref. V.I. Rule 242-36.)

7. Final Cleaning Up

(a) The work will not be considered completed and ready for final acceptance until all the details of every item has been fully completed in accordance with the plans and specifications in a manner acceptable to the engineer. The area covered by the construction, all borrow pits and all ground occupied by the contractor in connection with the work shall be cleared of all rubbish, excess materials, temporary structures and building equipment and materials, and all fragmentary rocks and boulders, wasted excavation and unsightly material shall be disposed of, so as to leave the entire project in a neat and presentable condition. Temporary detours visible from the roadway and used only during construction shall be obliterated. Adjacent property, public or private, used during the construction, shall be cleaned and any damages incurred during the construction shall be repaired in an acceptable manner. Slope intersections shall be neatly rounded as shown on the plans and all gutters and ditches shall be cleaned and left so that they will drain. Borrow pits,

quarries and other excavations in connection with the work shall be trimmed up in a workmanlike manner and surplus material removed or leveled and necessary drainage shall be provided.

(b) As a part of the completion of any structure, all excess material, cofferdams, construction buildings, temporary structures and debris resulting from construction shall be removed. Falsework piles shall be removed to the ground level. Where work is in a stream, all debris shall be removed from the bed of the stream and the stream channels, structure and highways left unobstructed and in a neat and presentable condition.

(c) Materials cleared from the construction area and deposited on property adjacent thereto will not be considered as satisfactorily disposed of, unless approved by the resident engineer.

(d) This work shall be considered necessary work auxiliary to the accomplishment of the contract and no direct payment will be made therefore.

(Ref. V.I. Rule 242-37.)

8. Authority of Engineer

The engineer shall decide all questions that may arise as to the quality or acceptability of materials finished and work performed, the manner of performance and rate or progress of the work, the interpretations of the plans and specifications, and the acceptable fulfillment of the contract on the part of the contractor. In the event of a dispute which is not disposed of in agreement, refer to Section 53 – DISPUTES of the General Provisions.

9. Plans and Drawings

(a) The Department will furnish the contractor, without charge, with two (2) complete sets of plans and, on written request by the contractor, additional sets of plans will be supplied without charge to a maximum of five (5) sets, including the two (2) original sets. Plans will show alignment, profile, typical section and general sections. Structure plans will show general features and sufficient details necessary to give a comprehensive idea of the proposed structures.

(b) The contractor shall furnish necessary working and detail drawings which shall be approved by the engineer before any work involved in them is started, but such approval shall not relieve the contractor of any of his responsibilities under the contract and of the responsibility for the satisfactory completion of the improvement. Any material ordered prior to the approval of such plans shall be at the contractor's risk. No deviation from said approved plans will be allowed without the engineer's written consent.

(c) Working drawings for steel structure will consist of shop erection, and other working drawings including stress sheets, camber diagrams, erection diagrams, bending diagrams for reinforcing steel, shipping statements giving list of parts, lists of field rivets and bolts and wrights of parts. Working drawings for all structures shall include, if necessary, layouts for cribs, cofferdams, falsework, centering form work, bracing, and masonry layout diagrams. Working drawings for concrete structures will consist of such detailed plans as may be required for the successful performance of the work and are not included in the plans provided by the Department.

(d) Such plans furnished must conform to the general plans and drawings, to the general stress sheets and to the specifications. It is mutually agreed that approved general plans furnished by the Department shall prevail over any plans, drawings or details prepared by the contractor or his agents.

(e) Shop drawings shall be 22 inches by 36 inches in size. Two sets of blueprints shall by submitted to the engineer and one set will be returned to the contractor with desired revisions noted thereon, unless otherwise required by the special provisions. After correction and approval, five additional sets of prints or copies shall be furnished the Department. Upon completion of the fabrication, the original tracing or one set of Vandyke negatives shall be given the Department. No payment for these plans or drawings shall be made.

(f) It is the responsibility of the contractor to verify all quantities of material shown on the plans before ordering same, as payment is made for acceptable materials complete in place, and materials rejected, due to improper fabrication or excess quantity or for other reasons within the control of the contractor, will not be paid for regardless of the quantity or dimension shown on the plans. The resident engineer, when requested, will check any or all material orders prepared by the contractor, but such check will not relieve the contractor of responsibility.

(Ref. V.I. Rule 242-52.)

10. Conformity with Plans and Allowable Deviations

All work under the contract must conform strictly to the approved plans, and finished surfaces shall be true to line, grade, cross section and dimensions within the limits of reasonable tolerances as established in the specifications or on the plans, or determined by the engineer. Any deviation from the plans and approved working drawings that may be required by the exigencies of construction or otherwise will in all cases be determined by the engineer and authorized by him in writing.

(Ref. V.I. Rule 242-53.)

11. Cooperation of Contractor

The contractor shall have available on the job at all times, during the construction period, one complete copy of the contract, all approved plans, specifications, special provisions and authorized alterations. The contractor shall give the work his constant attention, shall facilitate the progress thereof and shall cooperate with the engineer in every way possible. He shall have at all times a competent and satisfactory superintendent on the job, authorized to receive orders and act for him. In the performance of the work under this contract, the contractor shall so conduct his operation as to avoid interference with any other contractors.

(Ref. V.I. Rule 242-55.)

12. Authority of Inspectors

Inspectors appointed by the Commissioner will be fully empowered to represent the Commissioner in all matters pertaining to inspection of work done and materials furnished. Such inspection may extend to all, or any part of the work and to the preparation or manufacture of the materials to be used. In case of any dispute between the contractor and an inspector as to material furnished or the manner of performing the work, the inspector shall have the authority to identify the non-conforming material or work and shall immediately notify the engineer in order to make a determination to reject materials or suspend the work until the question at issue can be decided by the engineer. He shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and specifications. Any advice the inspector may give the contractor shall in no way be construed as binding the engineer nor the Department in any way, nor as releasing the contractor from fulfillment of any of the terms of the contract.

13. Inspection

(a) The engineer and the inspector shall have free access, at all times, to all parts of the work and to all materials intended for use in the work. The contractor shall furnish the engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. No work shall be done nor materials used without suitable supervision or inspection by the engineer or his representative. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered. Neither shall such failure obligate the Department to final acceptance. The contractor shall furnish the engineer and inspector such information and assistance as may be required to make complete and detailed inspections. If the engineer requires it, the contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination by the engineer, the contractor shall restore said portions of work to the standard required by the specifications. Should the work thus exposed and examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be paid for as extra work; but should the work so exposed and examined prove unacceptable, the uncovering and replacing of the covering and making good the parts removed shall be at the contractors' expense.

(b) When the United States Government is to pay a portion of the cost of, or is directly affected by the work covered by this contract, the work involved shall be subject to inspection by its authorized representatives. Such inspection shall not, in any sense, make the United States Government a party to this contract, and will in no way interfere with the rights of the Department or the contractor.

(Ref. V.I. Rule 242-58.)

14. Removal of Defective and Unauthorized Work

Any element of the work, where the variation from allowable specified limits exceeds the applicable limitation or where the plans and specifications are not complied with every respect, shall be corrected before final acceptance. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the contractor at his own expense. Work done beyond the lines and grade as shown on the plans or as given, except as specially provided or ordered in writing by the engineer, or any extra work done without written authority, will be considered as unauthorized and done at the expense of the contractor and will not be paid for. Work so done may be ordered removed at the contractor's expense. Upon failure on the part of the contractor to comply with any order of the engineer made under the provisions of this paragraph, the engineer will have authority to cause defective work remedied or removed and replaced and unauthorized work removed, and the cost thereof may be deducted from any money due or to become due to the contractor.

(Ref. V.I. Rule 242-59.)

15. Final Inspection

Whenever all the materials have been furnished and all work has been performed, including final cleaning up as contemplated by the contract, all in accordance with plan specifications, the resident engineer shall notify the Commissioner that said work is completed and ready for final inspection. The final inspection shall be made by the Commissioner or his designee as soon as reasonably possible within receipt of the notice. The contractor will be notified of the date the final inspection will be made. If all construction provided for and contemplated by the contract is found completed to the satisfaction of the engineer, this inspection shall constitute the final inspection and the engineer shall recommend to the Commissioner the final liquidation of all work done, the date of completion to be established as of the date of the notice of the resident engineer. If, however, upon inspection by the engineer appointed by the Commissioner to make the final inspection, it is found that any work, in whole or in part, is unsatisfactory, the engineer shall give the contractor the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the contractor forthwith shall comply with and execute such instructions. Upon satisfactory replacement and performance or re-performance of such work, the resident engineer shall notify the Commissioner, and another inspection shall be made which will constitute the final inspection if the said material is found to have been acceptably replaced and the work completed satisfactorily. In such event, the date of this last notice of the resident engineer will be established as the date of completion of the contract. The date of completion thus established shall be used in calculating the actual time of performance of the work. If at any time during the construction of the project the Contractor substantially completes a unit or portion of the project such as a structure, an interchange, or a section of road or pavement, a final inspection may be requested of that unit. If the unit has been substantially completed in compliance with the contract, that unit may be accepted and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance shall in no way void or alter any of the terms of the contract**.**

(Ref. V.I. Rule 242-61 **-** Modified for FWHA Funded Contracts.)

16. Sources of Supply and Quality of Material

(a) Only materials conforming strictly to the requirements of these specifications, first class in quality and approved by the engineer prior to use, shall be used in the work. All materials proposed to be used may be inspected or tested at any time during their preparation or use. The source of supply of each of the materials shall be approved by the engineer before delivery and representative samples shall be submitted as required by the engineer. If tests indicate that the material will not meet the requirements of the specifications, other sources shall be developed. The approved source of supply shall stand approved only so long as material produced conforms to the requirements. No materials which, after approval, have in any way become unfit for use shall be used in the work.

(b) The Commissioner may acquire and make available to the contractor the right to use materials from sources designated on the plans, together with the right to use materials from sources designated on the plans, together with the right to use such property adjacent therefore as may be required for plant site, stockpiles and hauling roads. When sources of local materials are thus designated for use, the contractor shall satisfy himself as to the quantity of acceptable material available at such locations and the Government will not assume any responsibility as to the quantity of acceptable material at the designated locations. When sources of supply are thus indicated on the plans, the conditions governing the use will be fully set forth in the special provisions attached to the contract. Unless this arrangement is indicated on the plans for specific materials and covered by special provisions, all materials required for the satisfactory completion of the work shall be furnished by the contractor.

(c) The use of trade names in the plans and specifications for various items is to establish a specification for these items and not to restrict the use of other products, materials, equipment, and methods which are of equal quality, durability and ease of maintenance. The contractor shall submit shop drawings, catalog cuts, and/or manufacturer specifications for all manufactured materials for approval by the engineer prior to use.

(Ref. V.I. Rule 242-62 - Modified for FWHA Funded Contracts.)

17. Samples and Tests

(a) The approval of preliminary samples shall not be considered as a guarantee that all materials from the same source will be accepted. Any material which has been sampled and accepted may be resampled and retested at any time before use. Samples upon which acceptance or rejection of materials is based shall be taken by a representative of the Department in accordance with the methods prescribed in the A.A.S.H.O. or the A.S.T.M. standards or any other standards especially adopted and set forth in the special provisions. The contractor shall afford such facilities as the engineer may require for collecting and forwarding samples, and shall not use the materials represented by the samples until they have been found to satisfy the requirements of the specifications. The contractor in all cases shall furnish the required samples without charge.

(b) Tests of materials will be made by and at the expense of the Department, unless otherwise provided. These tests shall be made in accordance with the methods shown in the specifications using standards prescribed by the A.A.S.H.O. or the A.S.T.M. Tentative

specifications or any other standards especially adopted and set forth in the special provisions shall have precedence over standard specifications and the applicable standard and tentative specifications current at the time of advertisement for bids shall apply.

(c) Periodic inspections and tests of all materials for the construction will be made to insure that all material is satisfactory and meets all requirements of the governing specifications. When the volume of materials, constructor progress or other conditions warrant, the Government reserves the right to make inspections and tests of materials at the source of supply and to exercise field control over quality and grading to insure the delivery of acceptable satisfactory material on the project. Scales, measures and weighing equipment may be checked at any time by the Department.

(Ref. V.I. Rule 242-63.)

18. Storage of Materials

Materials requiring storage shall be located so as to facilitate prompt inspection and shall not be piled except where and as permitted by the engineer. They shall be so stored as to insure preservation of their quality and fitness for the work and may be rejected for failure to meet specifications requirements at the time of placing in stockpiles or storage as well as at the time of delivery, and all materials shall be inspected and accepted prior to use in the work. Stockpile sites shall be restored as nearly as possible to their natural condition immediately after removal of the stored materials.

(Ref. V.I. Rule 242-64.)

19. Defective Material

All materials not conforming to the requirements of the governing specifications shall be considered as defective and shall be removed immediately from the site of the work unless permitted to remain by the engineer. No defective material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the contractor to comply forthwith with any order of the engineer made pursuant to the provisions of this section, the engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the contractor.

(Ref. V.I. Rule 242-65.)

20. Laws to be Observed

(a) The contractor at all times shall observe and comply with all Federal and local laws and regulations in any manner affecting the work, the equipment or materials used in the proposed construction, and those employed on the job or in the direction of the same, and with all such orders or decrease at present or may be enacted later by bodies or tribunals having any jurisdiction or authority over the work. The contractor shall save harmless or indemnify the Department and its representatives, officers, agents and against any claim or liability arising from

or based on the violation of any such law, reason, order or decree, whether by himself or his employees.

(b) The contractor is required by law to pay insurance premiums to cover all the laborers to be employed and special attention is called to the Workmen's Compensation Law. If premiums and taxes legally assessed have not been paid as required by law, the amount required shall be deducted from any payments due or to become due to the contractor.

(Ref. V.I. Rule 242-66.)

21. Permits and Licenses

The contractor shall procure all required permits and licenses and pay all fees, royalties and charges and give all notices necessary and incidental to the due and lawful prosecution of the work. All equipment requiring licenses shall bear Virgin Islands licenses and any others that may be legally necessary.

(Ref. V.I. Rule 242-67.)

22. Restoration of Surfaces Opened by Permit

The contractor shall not allow any person or persons to make an opening in any surface unless written authority is given by the Commissioner prior to the starting of the work. When such openings are to be made the contractor shall make or repair them upon written order of the Commissioner. Minor repairs shall be performed by the contractor at his own expense and repairs of any considerable extent shall be by a work order specifying the character of work to be done and the methods to be used.

(Ref. V.I. Rule 242-69.)

23. Federal Participation

When the United States Government is to pay a part of the cost of construction, the construction work will be subject to inspection by representatives of the Federal Government as may be necessary to meet the requirements of the Federal laws and regulations, but such inspection will in no sense make the Federal Government a party to this contract. On projects where the Federal Government participates in the cost, the contractor shall extend the same courtesies to the representatives of the Federal Government as are required to be extended to representatives of the Government.

(Ref. V.I. Rule 242-70.)

24. Sanitary Provisions

The contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of local health departments and officials having jurisdiction thereof. He shall neatly clean up all

campsites, burn or dispose of all rubbish and perishable material and have the premises in a neat and sanitary condition when he has completed the occupancy of the site.

(Ref. V.I. Rule 242-71.)

25. Public Convenience and Safety

The contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to protect the traveling public. On highway projects, when the road under construction is being used by the traveling public, special attention shall be paid to keeping the subgrade in such condition that the public can travel over it in reasonable comfort and safety. Material stored on the highway shall be so placed as to cause only such obstruction and inconvenience to the traveling public as it considered unavoidable. No public road shall be closed by the contractor except by express permission of the engineer. The contractor shall provide and maintain at his expense such temporary roads as may be necessary to provide access to driveways, houses and buildings along the work, as well as temporary approaches to and crossings of intersecting highways. Then the contract is required, either under the terms of the contract or by written order of the engineer, to construct temporary bridges or crossings, his responsibility for accidents shall extend to the roadway approaches and structure proper of such temporary bridge or crossing. The contractor shall comply with all applicable rules of the Commissioner of Labor.

(Ref. V.I. Rule 242-72.)

26. Barricades, Danger, Warning and Detour Signs

The contractor shall erect and maintain construction signs, barricades and warning devices as noted in the plans and specifications and as directed by the engineer. All traffic control devices must be in compliance with the latest edition of the MUTCD. Payment for this work will be as stipulated under the appropriate items of the contract.

(Ref. V.I. Rule 242-73.)

27. Explosives

(a) When the use of explosives is necessary for the performance of the work, the contractor shall use the utmost care so as not to endanger life or property. Blasting operations shall be conducted under the most careful and experienced supervision. The contractor shall keep the resident engineer informed as to his drilling and blasting operations and shall obtain his approval where required before blasting. He shall use suitable mats or other approved means to smother blasts when required. The contractor shall adopt precautions in using explosives to prevent damage to surrounding objects and the scattering of rocks, stumps or other debris outside of the roadway slopes. Nothing herein shall release the contractor from full responsibility for damage or injury resulting from the use of explosives.

(b) All explosives shall be stored in a secure manner and in conformity with local laws and regulations. Storage places shall be substantial in character and shall be kept locked and shall be clearly marked "DANGER EXPLOSIVES."

(Ref. V.I. Rule 242-74.)

28. Protection and Restoration of Property

(a) The contractor shall be responsible for the preservation of all public and private property, monuments, telephone and telegraph lines and other public and private utilities, etc., along and adjacent to the roadway, shall use every precaution necessary to prevent damage to pipes, conduits and underground structures, and cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement in order that their operations may progress in a reasonable manner, and that duplication and rearrangement of work may be reduced to a minimum and that success rendered by these parties will not be interrupted unnecessarily. Any utility lines injured by the contractor shall be repaired at once at his expense. The contractor shall protect carefully from disturbance or damages all land monuments and property marks and notify the responsible parties if they must be moved or changed in any way, and shall not disturb them until an authorized agent has witnessed or otherwise referenced them and directed their removal. All trails and roads adjacent to or intersecting the work shall be protected from damage. The contractor shall be responsible for the preservation of all artifacts, objects of art, old curiosities and minerals found on the right-of-way or in the construction operations and shall report them to the engineer. All such articles shall be the property of the Government and shall be extracted and removed in accordance with the orders of the engineer.

(b) When or where any direct or indirect damage or injury is done to public or private property by or on account of an act, omission, neglect or misconduct in the execution of the work, or in consequence of the nonexecution thereof on the part of the contractor, such property shall be restored by or for the contractor and at the contractor's expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring the same, or he shall make good such damage or injury in a manner acceptable to the responsible parties and to the satisfaction of the engineer.

(c) No advertising signs of any character will be allowed to be erected on any part of the work and no inscription shall be put on any part of the work without proper authorization.

(Ref. V.I. Rule 242-75.)

29. Responsibility for Damage Claims

The contractor shall save harmless the Government and all its officials, representatives and agents from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property through the acts of the contractor or his agents or servants, or by or in consequence of any neglect on the part of the contractor, or his agents or servants, in safeguarding the work or through the use of unacceptable materials in the construction of the work, or by or on account of any claims or amounts recovered for any infringement of patent, trademark or copyright, and for any claims or amounts arising from or recoverable under the workmen's compensation laws or any other laws, orders or decrees. The contractor shall be responsible for all damage or injury to property of any character during the execution of the work resulting from any act, omission, neglect or misconduct in the manner or method of executing said work or due to the nonexecution of said work at any time, or due to

defective work or materials, and such responsibility shall continue until the work has been completed and accepted by the Commissioner.

(Ref. V.I. Rule 242-76.)

30. Opening of Section of Highway to Traffic

The work under construction, or any section thereof, shall not be opened to traffic until so directed or authorized by the engineer. When any substantial portion or feature of the project is satisfactorily completed, it may be opened to traffic with the written permission of the commissioner. Such action shall not constitute final acceptance of the work or any part of it, or a waiver of any of the provisions of the contract. The written order of the Commissioner shall contain instructions as to the maintenance of the portion of traffic. Any damages to the highway that may occur on such section, not attributable to traffic, shall be repaired by the contractor at his expense except that any unavoidable slides that may occur shall be removed and this work paid for in the same manner as if the road had not been opened to traffic.

(Ref. V.I. Rule 242-77.)

31. Contractors Responsibility for Work

(a) Until the final acceptance of the work by the Commissioner, as evidenced in writing, the work shall be under the charge and care of the contractor, and he shall take every necessary precaution to protect it from injury or damage to any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or nonexecution of the work. The contractor shall rebuild, restore and make good any injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof, except damages to the work due to unforeseen causes beyond the control of and without fault or negligence of the contractor, including but not restricted to acts of God or of the public enemy, acts of the Government, slides found by the engineer to have been unavoidable, and ordinary wear and tear on any section of the road opened to traffic by order or with the written permission of the Commissioner.

(b) An act of God is construed herein to mean an earthquake, hurricane or other cataclysmic phenomenon of nature not ordinarily occurring. A rain, windstorm, flood or other nature phenomenon of normal intensity for the particular locality shall not be construed as an act of God and no reparation to the contractor shall be made for damages to the work resulting therefrom. The engineer shall be the sole judge as to whether a particular phenomenon shall be classed as an act of God or as a normal occurrence, and his measurement of quantities and determination of repairs and replacements shall be the basis of determination of the payment for work done if such payment is authorized and approved by the Commissioner.

(c) In case of suspension of work from any cause whoever, the contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage for the roadway and erect necessary temporary structures as required, all at his expense. The contractor shall continuously maintain, during any such period of suspension all newly planted sod, grass or tree growth in a growing condition, and shall protect such vegetative growth from

injury. All material not incorporated in the work shall be considered as the responsibility of the contractor and shall not be used when work is resumed until it has been accepted by the engineer.

(Ref. V.I. Rule 242-78.)

32. Public Officials Not Personally Liable

In carrying out any of the provisions of this contract or exercising any power or authority granted to the Commissioner, and any authorized engineers, agents or assistants by law or by the contract, there shall be no liability, either personally or as officials or representatives of the Government, it being understood that in such matter they act as the agents and representatives of the Government.

(Ref. V.I. Rule 242-79.)

33. Waiver of Legal Rights

(a) The Government shall not be precluded or stopped by any inspection, measurement, estimate or certificate, any order by the Department for the payment of money, any payment for or acceptance of any work or an extension of time, or any possession taken by the Department, from showing the true amount and character of the work performed and materials furnished by the contractor nor from showing that any measurement, estimate or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract. The Government shall not be precluded or stopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Commissioner or by his representative, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession by the Commissioner or his agents, shall operate as a waiver of any portion of the contract or of any powers herein reserved, or of any rights to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Department reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the contract and specifications. Upon conclusive proof of collusion, error or dishonesty between the contractor or his agents and the engineer or his assistants being discovered in the work after final payment has been made, the Government reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the work resulting from such error, dishonesty or collusion.

(Ref. V.I. Rule 242-80.)

34. Subletting or Assignment of Contract

(a) The contractor shall perform with his own organization contract work amounting to not less than 50 percent of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such "specialty items" so

performed may be deducted from the total contract cost before computing the amount of work required to be performed by the contractor with his own organization.

(b) No portion of the contract shall be sublet except with the written consent of the Commissioner. The term "subletting" shall be understood to mean the arrangement with any party or parties to execute a part of the contract work. Request to sublet, assign or otherwise of any portion of the contract shall be in writing, and shall show that the party or organization which will perform the work is particularly qualified by experience and adequately equipped to execute the work in a satisfactory manner. The subcontractor shall comply with all the requirements of the contract and will be required to pay the minimum wage for labor and conform to the minimum regulations for deductions for board, if furnished, as stated in the proposal. No work shall be performed or materials incorporated in the work by a subcontractor, until a properly executed subcontract has been filed and approved by the Commissioner. Written consent to sublet any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of all the requirements of the contract. Subcontractors shall not be required to furnish bonds for Subcontract Agreements covering work under the contract. This work is already covered under the Contractor's executed payment and performance bonds.

(c) The Commissioner reserves the right to remove from the job forthwith any subcontractor, and his equipment, who operates in violation of these requirements or who is not executing the work in a manner satisfactory to the engineer, and the subcontractor shall not again be employed on the job. Any costs incurred by the Department in thus dealing with a subcontractor shall be charged to the contractor and deducted from any monies due him.

(d) No contract shall be assigned in whole or in part to any party or parties unless prior written permission is given by the Commissioner.

35. Performance of Work

(a) The contractor shall begin work within 10 days after the date of the formal notice to proceed. He may assemble materials and start preliminary work as soon as he is notified of the award, but no responsibility for acceptance of the work performed shall be assumed by the Department until and unless the contract is actually signed by the Commissioner. The contractor within 20 days after the award is made, shall file with the Commissioner a time chart or schedule of proposed progress, a plan of construction including a detailed statement of the source of all materials to be used in the work, and the dates when they will be delivered or made available for the construction, and the proposed detailed method of carrying on the work, including a full statement of equipment and equipment layout for the job. This progress chart and statement of operations shall show the dates of completion of the major items of the work, and, if not satisfactory to the Commissioner, it shall be revised to provide for the use of adequate and sufficient equipment and force, and a method of operation which will be the completion of the work within the contract time. This information, when it has all been approved by the Commissioner, shall become a part of the contract.

(b) The contractor shall start work on the part of the project designated by the engineer, and the work shall be conducted in such a manner and with sufficient materials, equipment and labor as are considered necessary to insure its completion in accordance with the plans,

specifications and contract, within the time set forth in the contract and proposal. Should the execution of the work be discontinued for any reason, the contractor shall notify the engineer at least 24 hours in advance of resuming operations. The rate of progress shall be compared with the time chart as the work progresses, and if the contractor falls behind schedule he will be required to employ more equipment and labor or to modify his operations to insure the completion within the time set in the contract. Serious delay in progress will be brought to the attention of the surety with the notice that they will be held jointly responsible with the contractor for the satisfactory completion of the work within the time set.

(Ref. V.I. Rule 242-82.)

36. Limitation of Operation

(a) The contractor shall at all times conduct the work in such a manner as will insure the least practicable interference with traffic and shall arrange convenient detours if required. He shall not open up work to the prejudice of work already started, and the engineer may require the contractor to finish a section on which work is in progress before work is started on any additional section. The contractor will be held responsible for any damage done by him or his agents to work performed by any other contractor.

(b) The location of temporary roads, quarries, pits, camp buildings and storage and other construction buildings shall be approved in writing by the engineer before they are built or opened up. All buildings and grounds shall be maintained in sanitary and sightly condition during the construction period and construction buildings on public lands or on private land, if directed, shall be removed upon completion of the contract and the site shall be restored by the contractor, at his expense, to a neat and presentable condition appropriate to the surrounding landscape.

(c) The contractor shall give special attention to the effect of his operation upon the landscape, shall take special care to maintain natural surroundings undamaged and shall not deface, injure or destroy trees or shrubs nor remove or cut them without special authority. Where, in the opinion of the engineer, trees may be defaced, bruised, injured or otherwise damaged by the contractor's equipment, or by his blasting, dumping or other operations, he may direct the contractor to adequately protect such trees by placing boards, planks or poles around them. Monuments and works of art shall be simply protected before beginning operations near them. All these precautions shall be taken by the contractor at his expense.

(d) Construction of drainage structures shall be scheduled so as to allow them to attain adequate strength before grading operations are carried on over or adjacent to them. All sodding, seeding or planting of any character required by the contract shall be performed in the proper season to insure the rooting and growth of the plants and grass.

(Ref. V.I. Rule 242-83.)

37. Character of Workmen and Equipment

(a) The contractor shall at all times employ sufficient labor and equipment for executing the several classes of work to full completion in the manner and at the time specified in the specifications and contract.

(b) All workmen employed by the contractor must have sufficient skill and experience to properly perform the work assigned to them. All workmen engaged in special work, or skilled work, such as bituminous pavement or mixtures, concrete bases, pavements or structures, steel structures, or in any trade shall have sufficient experience in the performance of such work to properly and satisfactorily perform it, and to operate the equipment involved.

(c) Any person employed by the contractor, or by a subcontractor, who in the opinion of the engineer does not perform his work in a proper and skillful manner, or is disrespectful, intemperate, disorderly or otherwise objectionable, shall, at the written request of the engineer, be forthwith discharged by the contractor or subcontractor employing such employee, and such person shall not be employed again on any portion of the work without the written consent of the engineer. Should the contractor fail to remove such person or persons or fail to furnish suitable and sufficient equipment or personnel for the proper execution of the work, or should he display antagonism, disrespect or unwillingness to cooperate with the engineer, the Commissioner may withhold all estimates, which are or may become due, or may suspend the work until such orders are complied with the harmonious relations reestablished by the contractor with the engineer.

(d) All machinery or equipment owned or controlled by the contractor which is proposed to be used on the work, shall be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. The engineer may order the removal and require replacement of any unsatisfactory equipment. Should the contractor fail to furnish suitable and sufficient equipment for the proper execution of the work, the engineer may withhold all estimates which are or may become due, or may suspend the work until his orders are complied with. Failure of the contractor to provide adequate and satisfactory equipment may result in annulment of the contract. No change in the machinery and equipment employed on the job, which has the effect of decreasing its capacity, shall be made except upon written permission from the engineer. The measure of capacity of machinery and equipment shall be its actual performance on the job. No item of equipment or machinery, after once being placed on the job, shall be removed without the consent of the engineer.

(Ref. V.I. Rule 242-84.)

38. Temporary Suspension of Work

(a) The Commissioner shall have the authority to suspend the work, wholly or in part, for such a period as he may deem necessary, due to unsuitable weather, or to such other conditions as he may consider unfavorable for the suitable execution of the work. Notice of such suspensions, with the reasons therefore, shall be given the contractor in writing, before the work is stopped. Work of an emergency nature ordered by the engineer for the convenience of public traffic and the production of materials for storage, if performed during a period of total suspension, shall not be charged to contract time. The Commissioner may suspend the work, wholly or in part, for failure on the part of the contractor to correct conditions unsafe for workmen or the general public, or to carry out orders given or to perform any operations considered necessary for the satisfactory completion of the work, or to remove defective material from the work, and no change in contact time shall be allowed for these suspensions.

(b) The Contractor shall not suspend the work without written authority from the Commissioner.

(c) Upon suspension, the work shall be put in proper and satisfactory condition, carefully covered, if required, and properly protected as directed by the engineer. In all cases of suspension, the work shall not again be resumed until permitted by written order of the engineer or the Commissioner.

(Ref. V.I. Rule 242-85 - Modified for FWHA Funded Contracts.)

39. Determination and Extension of Contract Time for Completion

(a) The contract time will be the number of calendar days allowed for completion of the work, as stated in the proposal and in the contract.

(b) Contract time shall commence on the date stipulated in the notice to proceed, and every calendar day thereafter shall be counted.

(c) The submission of a proposal carries with it the guaranty by the contractor that he will fully complete the work within the time specified.

(1) The time allowed for performance may be adjusted only for delays that affect critical activities or cause critical activities to become critical and for the reasons stated below

(A) Increase contract value. If satisfactory fulfillment of the contract with authorized extensions and increases shall require the performance of work in greater quantities than those set forth in the proposal so that the total final payment is greater than the total original contract price, then the time allowance may be increased in the same ratio as the total cost of the work finally performed bears to the original total cost of the contract.

(B) Suspension of work. In case of total suspension ordered by the Commissioner not due to any fault of the contractor, the total number of calendar days during which the work is suspended shall be added to the contract time. In case of partial suspension ordered by the Commissioner not due to any fault of the contractor, the contract time may be extended to the extent of the effect that such suspension may bear on the duration of the contract as determined by the Commissioner.

(C) Unforeseen causes. In case of damages to the work due to unforeseen causes such as acts of God (forces majeure) or by the public enemy, the Commissioner may make allowance of contract time for the time required to repair the damage, provided that at the time such repairs are made, the contractor is performing no work on the major items of the contract or that the work of the contract has not been wholly suspended. If the contractor is allowed to recover the expenses to repair the damage, the cost therefor shall not be considered in the total cost of the contract for the purposes of time extension.

(D) Causes beyond the control of the contractor. In case of delays or interruptions to the work caused by acts of the Government or other causes not attributable to the fault or negligence of the contractor, the Commissioner will evaluate the effect that such delay or interruptions have on the total contract time and he may allow an extension therefor.

(E) Other causes. Additional time will be allowed if at the time of executing a change order, extra work order or supplemental agreement, a time extension is agreed upon and so stipulated in the written order or agreement, in which case the added cost of such work will not be considered for time extension. If no time extension is stated, any added cost resulting therefrom will be considered for time extension.

(2) Changes in contract time shall not be considered or allowed for the following reasons:

(A) Rain Days defined as potentially lost workday on which rainfall is greater than >0.10-inch in 24 hours period, windstorm, floods and natural phenomena of normal intensity for the region.

(B) Suspensions of work ordered by the engineer due to the fault of the contractor.

(C) Unauthorized suspensions of work by the contractor.

40. Failure to Complete Work on Time (Damages for Delay)

(a) Time is an essential element of the contract and it is important that the work be pressed vigorously to completion. Should the contractor fail to complete all the work within the time specified in the contract or as extended by written authorizations by the Commissioner, there shall be deducted from any monies due, or that may become due the contractor, the sum set forth in the following schedule for each and every calendar day the work remains uncompleted. This sum shall be considered and treated not as a penalty, but as fixed and agreed liquidated damages due the Government from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds, resulting from his failure to complete the work within the time specified in the contract.

Schedule of Liquidated Damages **(Modified for FWHA Funded Contracts)**:

ORIGINAL CONTRACT PRICE

FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY OR SPECIFIED COMPLETION DATE

$0 $1,000,000 $2,000,000 $5,000,000 $10,000,000	$ 1,000,000 $ 2,000,000 $ 5,000,000 $10,000,00 And more	$ 500 $ 1100 $ 2200 $ 2700 $ 3300

(b) Permitting the contractor to continue and finish the work or any part of it after the date of completion, or the date to which time for completion may have been extended, shall in no way operate as a waiver on the part of the Government of any of its rights under the contract.

(c.) Liquidated damages in an amount equal to 20% of the amount specified above will be assessed for each day beyond the time allowed to complete the contract beginning with the day after substantial completion and ending with the date of final completion and acceptance

41. Termination of Contractor's Responsibility

The contract shall be considered complete when all work covered by the same shall have been completely performed on the part of the contractor, all parts of said work approved by the engineer, the final inspection made, the final liquidation examined and approved by the Commissioner, and the final payment made and accepted by the contractor. The date of final payment shall be the date of final completion and settlement and the contractor will then be released from further obligation except upon proof of error or as set forth in the performance and payment bonds.

(Ref. V.I. Rule 242-89.)

42. Measurement of Quantities

(a) The determination of quantities of work acceptably completed under the terms of the contract will be made by the engineer and based on measurements taken by him or his assistant according to Government measures unless otherwise agreed upon in writing. Unless otherwise shown on the plans for the contract as awarded, all lengths and distances shall be measured horizontally. Measurements of depths or heights shall be made vertically. The volume of excavation and embankment will be computed by the method of average end areas, these areas being obtained by combining accurate cross sections of the original ground with actual cross sections of the completed work. Structures will be measured according to neat lines and shall not exceed those shown on the plans or by authorization. All materials which are specified for payment by "loose measurement" will be measured at the place where used on the contract unless otherwise provided. All materials which are specified for measurement in vehicles shall be hauled in approved vehicles and measured therein at the point of delivery on the construction. Vehicles for this purpose may be of any size or type satisfactory to the engineer, provided the receptacle for the materials is of such type that the contents may be readily and accurately determined. Each approved vehicle shall bear an identification mark indicating specific approval by the engineer and also a permanent, plainly legible number. The engineer or inspector may reject all loads not hauled in such vehicles and may require each load to be struck off to a smooth surface or heaped to insure the delivery of the full quantity.

(b) When requested, the engineer shall furnish the contractor information necessary to enable him to check all quantities and if the contractor produces evidence that mistakes have been made, the quantities in question shall be rechecked by the engineer and contractor together, and corrections made where errors occur.

(Ref. V.I. Rule 242-101.)

43. Scope of Payment

(a) Payments to the contractor shall be made only for the actual quantities of contract items, authorized additions performed and accepted in accordance with the plans and specifications, and if upon completion of the construction these actual quantities shall show either a decrease or increase from the quantities in the proposal schedule, the contract unit prices will still prevail except as provided in this contract. The quantities listed in the proposal schedule shall not govern final payment. The contractor shall accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, equipment and incidentals necessary to the completion of the work and for performing all work contemplated and embraced under the contract; also for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties that may be encountered during the execution of the work and until its final acceptance by the engineer, and for all risks of every description connected with the execution of the work, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

(b) In cases where the "Basis of Payment" clause in the specifications relating to any unit price in the proposal schedule requires that said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material shall not be measured or paid for under any other pay item which may appear elsewhere in the specifications.

(c) The payment of any partial estimate or of any retained percentage in no way shall affect the obligation of the contractor to renew or repair any defective parts of the construction or to replace any defective materials used in the construction, or to be responsible for all damage due to such defects.

(Ref. V.I. Rule 242-102.)

44. Payment for Increased or Decreased Quantities

Whenever the quantity of any item of work is given in the proposal shall be increased or decreased, payment of such item of work shall be made on the basis of the actual quantity completed at the unit price for such item named in the proposal, except as otherwise provided in this title and in the detailed specifications for the item involved. Within the reasonable percentage limits (normal and expected) hereinbefore agreed upon in this title no allowance shall be made for any increase expense, loss or expected reimbursement, or loss of anticipated profits suffered or claimed by the contractor resulting, either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the contractor and subsequent loss of expected reimbursement therefore, or from any other cause.

(Ref. V.I. Rule 242-103.)

45. Force Account Work

(a) Force account work as required under this title shall be covered by written orders and supplemental agreements. Force account work shall be performed under the direct supervision of the engineer. The contractor and the engineer shall compare records of the work performed as ordered on a force account basis at the end of each day in which such work is performed. Copies of these records shall be made upon suitable forms and signed by both the engineer and the contractor or his representative, one copy to be retained by each party.

(b) All work performed or labor and materials furnished on a force account basis shall be paid for as follows:

(1) For all labor and teams, and for foremen in direct charge of the specific operations, the contractor shall be paid the actual cost of wages as required by the contract in each case, or if not covered by the contract, then the current local rate of wages, and the actual cost of Workmen's Compensation Insurance, the whole to be agreed upon before starting work, plus an amount equal to 15% of the actual cost of wages and Workmen's Compensation Insurance plus the actual amount of social security taxes or any other employment taxes or fees required by law to which amount no percentage shall be added.

(2) For all materials furnished and accepted by the engineer, the contractor shall be paid the actual cost of such materials as are used on the force account work, including transportation charge to which costs shall be added a sum equal to 15% thereof.

(3) The Contractor will be paid rental for all equipment authorized by the Engineer to be used on the force account work. The rental to be paid will be computed using an hourly rate which is 1/176 of the monthly rate listed in the Rental Rate Blue Book published by Dataquest of San Jose, California, which is in effect at the time the equipment is used and adjusted as per the rate adjustment factor applicable to the Virgin Islands. Said rate shall include compensation for all fuel, lubricants and all other expenses necessary for their operations (excluding operator), and to which no percentage shall be added. No allowance shall be made for the use of small tools and manual equipment.

(4) No allowance shall be made for general superintendence.

(c) The Contractor shall furnish itemized weekly statements to the resident engineer of the cost of all force account work, together with the original receipted bills for material used or any other expenses in connection with the force account work. These weekly statements shall show the following information:

(1) Nature of work performed;

(2) Name, class, dates, number of hours worked each day, total hours, rate and extension, for each laborer, foreman and team engaged. (Teams and drivers must be carried separately in the statement, and likewise, must all operators of equipment be carried separately in order that the amount paid for labor may be determined);

(3) Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of equipment or machinery engaged;

(4) Detailed statement of quantities of materials used and itemized costs and extension; and

(5) Freight and transportation charges on materials.

(d) On completion of the force account work, the contractor shall file a detailed claim for all work done, including necessary supporting receipts and documents not previously furnished the engineer, and this shall be subject to review and approval of the Commissioner before payment. Such claim shall be filed not later than the 10th day of the month following that in which the work was actually performed.

(Ref. V.I. Rule 242-105 -- Modified for FWHA Funded Contracts)

46. Omitted Items

The Commissioner shall have the right to cancel the portions of the contract relating to the construction of any item therein when the work is found to be not necessary for the completion of the construction in a manner satisfactory to the Department. For minor items no adjustment shall be required. For major items the contractor will be allowed any costs incurred based on certified statements and receipted bills, up to the time of cancellation, in the same manner as for forced account work.

(Ref. V.I. Rule 242-106.)

47. Acceptance and Final Payment

When the final inspection has been made by the engineer appointed for that purpose and the final liquidation has been recommended to the Commissioner, as provided in this title, and the final liquidation has been examined and approved by the Commissioner as required by the laws of the Virgin Islands, the contract shall be deemed completed and the work accepted and final payment shall be made to the contractor. Final payment will not be made until the contractor shall file with the Commissioner the consent of the surety to payment of the final estimate and satisfactory evidence by affidavit or as otherwise required by the Department that all his indebtedness by reason of the contract has been fully paid or satisfactorily secured. Payment of wages to laborers and employees of the contractor for their work shall have preference over the payment of other debts of the contractor, except those established by law. The acceptance of this final payment by the contractor shall operate as and shall be a release to the Government from all claims or liabilities under this contract for anything done or furnished or relating to the work under this contract or for any act or neglect of said Government or its agents relating to or connected with the contract.

(Ref. V.I. Rule 242-108.)

48. Coordination of Specification

The contract clauses, Rules and Regulations of Virgin Islands, General Conditions, Supplemental General Conditions, Special Contract Requirements, Plans, Supplemental Specifications, Standard Specifications and all supplemental documents affecting the work, duly issued to the Contractor, are essential parts of the contract, and a requirement occurring in one is as binding as if occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, numerical dimensions will prevail over scaled dimensions and the parts of the contract will prevail in the following order:

A. Addenda;

B. Any contract clauses, including all notices to bidders forms, instruction to bidders, bid schedule notes to bidder, and documents included in the proposal not specifically mentioned below;

C. Plans other than Standard Drawings;

D. Supplemental Specifications;

E. Standard Specifications; and,

F. Standard Drawings.

49. Significant Changes in the Character of Work

The engineer reserves the right to make in writing, at any time during the work such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alteration shall not invalidate the contract nor release the surety and the contractor agrees to perform the work as altered.

If the alternations or changes in quantities significantly change the character of the work under the contract whether or not changed by any such different quantities or alterations, an adjustment excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

B. When a major item of work, as defined elsewhere in the contract, is increased in excess, of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of

original contract quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

50. Differing Site Conditions

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from whose indicated in contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if he/she deter-mines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

51. Termination for Default

A. If the Contractor refuses or fails to prosecute the work, or does not promptly replace rejected material or correct workmanship, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the Government will provide written notice allowing reasonable time for contractor to cure. At this point, the surety shall be notified. If cure is unsuccessful, the contract shall be terminated for default and the surety shall be called in to prosecute the remaining work to completion. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Government resulting from his refusal or failure to complete the work within the specified time.

B. If fixed and agreed liquidated damages are provided in the contract and if the Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the Government in completing the work.

C. If fixed and agreed liquidated damages are provided in the contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

D. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the contractor and such subcontractors or suppliers; and

2. The Contractor, within 10 days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the Disputes clause of these General Provisions.

E. The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

F. As used in Paragraph (D) (1) of this clause, the term "Subcontractors or Suppliers" means Subcontractors or Suppliers at any tier.

G. It is hereby understood and mutually agreed, by and between the Contractor and the Government, that the date of beginning and the time for completion, as specified in the Proposal, of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced as stated in the proposal.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time stated in the Proposal. It is expressly understood and agreed, by and between the Contractor and the Government, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

52. Termination for Convenience

A. The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

1. stop work under the contract on the date and to the extent specified in the Notice of Termination;

2. place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

3. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

4. assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

5. settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;

6. transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government;

7. use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any property of the types referred to above; provided, however, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;

8. complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

9. take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

C. After receipt of a Notice of Termination, the Contractor shall submit to the Commissioner his termination claim, in the form and with certification prescribed by the Commissioner. Such claim shall be submitted promptly but in no event later than 60 Days from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner, upon request of the Contractor made in writing within such one year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

D. Subject to the provisions of paragraph (C), the Contractor and the Commissioner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (E) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (D).

E. In the event of the failure of the Contractor and the Commissioner to agree as provided in paragraph (D) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Commissioner shall pay to the Contractor the amounts determined by him as follows, but without duplication of any amounts agreed upon in accordance with paragraph (D):

1. for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (B) (7) above, and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

2. the total of:

a. the cost incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (E) (1) hereof;

b. the cost of settling and paying claims arising out of the termination or work under subcontracts or orders, as provided in paragraph (B) (5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and

c. a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

3. the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.

53. Disputes

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Commissioner, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Commissioner shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Commissioner a written appeal with a copy notifying the Contracting Officer. The Contracting Officer shall review and decide on such appeals. The determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Government's decision.

B. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (A) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

54. Payments to Contractor

A. The Government will pay the Contractor price as hereinafter provided.

B. The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration

(1) if such consideration is specifically authorized by the contract, and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

C. In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, any release to the contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

D. All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to acquire the fulfillment of all of the terms of the contract. The contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, drawings and other data as may be requested concerning work performed under this contract.

E. Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

55. Assignment of Claims

A. If this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff.

56. Material and Workmanship

A. Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article, or process which, in the judgment of the Contracting Officer is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval all information concerning the material or articles, which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection. All directions, specifications, and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with Contractor.

Except as otherwise provided for by the provisions of any applicable laws, the Contractor shall not have any right of appeal from the decision of Engineer condemning any materials submitted if the Contractor fails to obtain the approval for substitution under this clause. Any additional cost incurred by an approved substitution shall be at the Contractor's expense.

For use of material other than one specified, the Contractor shall assume the cost of, and responsibility for, satisfactorily accomplishing all changes (including engineering costs of redesign by the Engineer), in this work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the Engineer.

B. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

C. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the time stated in the proposal.

Any work necessary to be performed after regular working hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

D. No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has

good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

57. Layout of Work

Contractor shall lay out its work from the Government established baselines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to Contractor.

58. Operations and Storage Area

A. Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by Contractor's performance.

B. Temporary structures (e.g., storage sheds, shops, offices) and utilities may be erected by Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

C. Contract shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by Contractor, when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulations. When it is necessary to cross curbs or sidewalks, Contractor shall protect them from damage. Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

59. Cleanup

Contractor shall at all times comply with all applicable fire safety codes and shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

60. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvement

A. Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the tree with a tree pruning compound as directed by the Contracting Officer.

B. Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to Contractor.

61. Inspection and Acceptance

A. Except as otherwise provided in this contract, inspection and test by the Government of material and workmanship required by this contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

B. The Contractor shall, without charge, replace any material or correct any workmanship found by the Government not to conform to the contract requirements, unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

C. The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Commissioner. Special, full size, and performance tests shall be performed as described in this contract.

D. Should it be considered necessary or advisable by the Government at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any

material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction.

E. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment or paid for. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable, the Contractor shall forthwith remove such materials from the vicinity of the work and shall provide material of satisfactory quality.

Unless otherwise provided in this Contract, acceptance by the Government shall be made as promptly as practicable after completion and inspection of all work required by this contract.

Upon the completion of all work whatsoever required, the Engineer shall file a written certificate as to the entire amount of work performed and compensation earned by the Contractor including Extra Work and compensation therefore, and including the date of completion.

62. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular project involved unless he ceases to be on the Contractor's payroll.

63. Permits and Responsibilities

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof, which therefore may have been accepted.

64. Conditions Affecting the Work

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Government. The Government assumes no responsibility for any understanding or representations concerning conditions made

by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Government are expressly stated in the contract.

65. Health and Safety

In performing this contract, Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. Contractor shall be responsible for its subcontractors' compliance with this clause.

66. Other Contracts

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by Government employees.

67. Patent Indemnity

A. Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the Contractor has knowledge.

B. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of performance of the contract or out of the use of any supplies furnished or work or services performed under the contract, Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where Contractor has agreed to indemnify the Government.

C. Contractor agrees to include, and require inclusion of this clause in all subcontracts at any tier for supplies or services (including construction, architect, and engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed $25,000.

D. Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of supplies furnished or construction work performed under the contract.

68. Additional Bond Security

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition annually

or as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

69. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

70. Utilization of Small and Disadvantaged Business Concerns

A. It is the policy of the Government as declared by the Legislature that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

C. The Contractor agrees to meet the established Disadvantaged Business Enterprise (DBE) contract goal or exert good faith efforts to meet the goal. When the DBE goal is zero percent (0%), the Contractor must still submit a subcontracting plan identifying all subcontractors including DBEs, which the Contractor intends to use on the project. The Contractor will comply with the DBE Special Provision that are incorporated by reference and made part of the contract. For projects with no established DBE goal requirement, it is encouraged, whenever possible, to maximize every sub-contracting opportunity for Disadvantaged Enterprise.

71. Suspension of Performance by the Engineer

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for more than 30 days (not originally anticipated, customary, or inherent to construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustments.

Upon receipt, the Engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

72. Subcontractors and Suppliers

No portion of the work shall be subcontracted without prior written consent of the Government of the Virgin Islands. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Government of the Virgin Islands the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work is to be submitted to the Government of the Virgin Islands within ten (10) days of notification of selection for the award of contract.

The contractor will be responsible to the Government of the Virgin Islands for all aspects of the work and may not subcontract under any circumstances more than forty-nine percent (49%) thereof.

73. Warranty of Construction

A. The contractor shall provide the Government any and all manufacturer's warranties or guarantees on all electrical and/or mechanical equipment furnished under this contract consistent with those provided as customary trade practice.

B. In addition to the above, the contractor shall warranty the satisfactory in service performance of any mechanical or electrical equipment and related components furnished under this contract for a period of six (6) months following project acceptance.

74. Required Provisions Deemed Inserted

Each and every provisions of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and, if through mistake or otherwise, any such provisions is not inserted, or if not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

75. Highway Building Standards

All work shall be done in compliance with the current AASHTO (American Association of State Highway Transportation Officials) Standards, FP-14, Standard Specifications for Construction of

Roads and Bridges on Federal Highway Projects and the Department of Public Works' "Utility Accommodation Policy and Manual."

76. Welfare to Work Program (Applicable to Contracts with a Value in Excess of $500,000)

The Contractor shall, to the extent required by Title 31, Section 236(h) of the V.I. Code, employ, during performance of work on the project, at least two individuals from the V.I. Welfare to Work Program, administered by the V.I. Labor and Human Services Departments.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1.Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3.A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall notuse convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b)and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3.Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts

should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a.The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The

employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d.If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment.A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to

be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 an officer or employee of any Federal 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 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

General Decision Number: VI160002 01/08/2016 VI2

Superseded General Decision Number: VI20150002

State: Virgin Islands

Construction Types: Heavy and Highway

Counties: Virgin Islands Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	**01/08/2016**

* SUVI2003-001 02/09/1990

	Rates	Fringes
BOILERMAKER	$ 8.42	a+b+c
CARPENTER	$ 7.41	
CEMENT MASON/CONCRETE FINISHER	$ 7.59	
ELECTRICIAN	$ 7.63	
Insulation Mechanic	$ 7.67	.17+e+f
IRONWORKER	$ 7.25	.17+e+f
Laborers:		
Jackhammer Operators	$ 7.25	a+b+c
Laborers	$ 7.25	
Mason Tenders	$ 7.25	.17+e+f
MILLWRIGHT	$ 8.85	a+b+c
Painter & Sandblaster	$ 7.25	.17+e+f
PLUMBER/PIPEFITTER	$ 7.77	a+b+c
Power equipment operators:		
Asphalt Machine Operators	$ 7.62	i+j

Backhoe.....$	7.68	
Bulldozers.....$	7.55	
Cherry Pickers.....$	8.42	a+b+c
Cranes.....$	7.76	
Drillers.....$	7.25	g+h
Loaders.....$	7.25	g+h
Oilers.....$	9.55	.17+e+f
Riggers.....$	8.47	e+f
Tractors.....$	7.25	

TRUCK DRIVER.....$ 7.25

FOOTNOTES:

a. 6-2/3 (six and two-thirds) hours vacation pay per month when a minimum of 120 hours is worked in the month.
b 10 Paid Holidays
c. $25.52 per month
d. $23.16 per month.
e. 11 Paid Holidays
f. 12 hours per month paid vacation.
g. 9 Paid Holidays
h. 7 hours vacation pay per month if employee works more than half the regular working hours in the month.
i. 5 Paid Holidays
j. 40 hours paid vacation after 2 years with employer.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

BUY AMERICA REQUIREMENT

Federal regulations require that preference be given to domestically produced steel products permanently incorporated in Federally-aided highway and bridge construction projects. It is a requirement of this contract that all bidders base their cost proposals on furnishing only domestically produced steel products in the permanent work required by this contract. As used here, "domestically produced" means manufactured within the United States, Puerto Rico, and/or the United States Virgin Islands.

Sections 1041 (a) and 1048 (a) of the ISTEA amended and clarified the Buy America provisions of Section 165(a) of the Surface Transportation Assistance Act of 1982 (STAA) and 23 CFR 635-410. Iron has been added to the materials now subject to the Buy America requirements, and the action of applying a coating to a covered material (i.e., steel and iron) is now deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to requirements of Buy America. Buy America requirements of 23 CFR 635.410 are applicable to all Federal-aid highway construction projects (NHS and non-NHS).

DPP-NCA-52-75
REVISED: 3-18-08

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

NON-COLLUSION AFFIDAVIT

——————— 0 ———————

……..... being duly sworn, deposes and says that –

(1) He is [owner, partner, officer, representative, or agent] of ……..... …….. the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature of Affidavit

SUBSCRIBED AND SWORN to before me this……, day of …….....

Notary Public

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible, "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause tilled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction." without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which ft determines the ' eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to the remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion-Lower Tier Covered Transactions

1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

ELIGIBILITY AFFIDAVIT

I,_____, of legal age and resident of
Name
certify under penalty perjury,_____or any person associated
Firm
therewith in the capacity of owner, partner, director, officer, principal, project director, manager, auditor or any position involving administration of federal funds.

- is not currently under suspension, debarment, voluntary exclusion, or determination of Ineligibility by any federal agency;

- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency with In the past three (3) years;

- does not have a proposed debarment pending; and

- has not been Indicted, convicted, or had a civil judgment rendered against by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

The attached Instruction for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, are included and made a part of this Eligibility Affidavit.

Contractor

By

AFFIDAVIT #

Subscribed and sworn to before me this_____day of_____20____.

Notary Public

My Commission Expires_____.

LOBBYING CERTIFICATION
CERTIFIED FOR FEDERAL-AID CONTRACTS
EXCEEDING $100,000 IN FEDERAL FUNDS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of this 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 Influencing 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 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 Federal agency, a Member of Congress, an officer or employee of Congress, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying, ' In accordance with Its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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 certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Contractor

By

AFFIDAVIT #
Subscribed and sworn to before me this_____day of_____20____.

Notary Public

My Commission Expires_____.

Agency Display of Estimated Burden
for
Federal-Aid Highway Construction Contractors Annual EEO Report

The average completion time for this form is 1 Hour. If you wish to comment on the accuracy of the estimate or make suggestions for reducing the burden, please direct your comments to OMB and FHWA at the following addresses:

Office of Management and Budget
Paperwork Reduction Project 2125-0019
Washington, D.C. 20503

Federal Highway Administration
Office of Civil Rights, HCR-10
400 7th Street, SW.
Washington, D.C. 20590")

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS
ANNUAL EEO REPORT

OMB NO. 2125-0019
Report For
July _____

1. CHECK APPROPRIATE BLOCK ☐ Contractor ☐ Subcontractor	2. NAME AND ADDRESS OF FIRM	3. FEDERAL-AID PROJECT NUMBER	4. TYPE OF CONSTRUCTION

5. COUNTY AND STATE	6. PERCENT COMPLETE	7. BEGINNING CONSTR. DATE	8. DOLLAR AMOUNT OF CONTRACT	9. ESTIMATED PEAK EMPLOYMENT	
				Month and Year (a)	Number of Employees (b)

10. EMPLOYMENT DATA

Table A

JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK *Not of Hispanic Origin*		HISPANIC		AMERICN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE *Not of Hispanic Origin*	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS *(Managers)*														
SUPERVISORS														
FOREMEN/WOMEN														
CLERICAL														
EQUIPMENT OPERATORS														
MECHANICS														
TRUCK DRIVERS														
IRONWORKERS														
CARPENTERS														
CEMENT MASONS														
ELECTRICIANS														
PIPEFITTERS														
PAINTERS														
LABORERS, SEMI-SKILLED														
LABORERS, UNSKILLED														
TOTAL														

Table B

APPRENTICES		ON THE JOB TRAINEES	
M	F	M	F

Table C

APPRENTICES																		
ON THE JOB TRAINEES																		

11. PREPARED BY: *(Signature and Title)*	DATE	REVIEWED BY: *(Signature and Title of State Highway Official)*	DATE

This report is required by law and regulation (23 U.S.C. 140a and 23 CFR Part 230). Failure to report will result in noncompliance with this regulation.

FORM FHWA-1391 (Rev. 3-92) PREVIOUS EDITIONS ARE OBSOLETE

Agency Display of Estimated Burden
for
Federal-Aid Highway Construction Contractors Annual EEO Report

The average completion time for this form is 1 Hour. If you wish to comment on the accuracy of the estimate or make suggestions for reducing the burden, please direct your comments to OMB and FHWA at the following addresses:

Office of Management and Budget
Paperwork Reduction Project 2125-0019
Washington, D.C. 20503

Federal Highway Administration
Office of Civil Rights, HCR-10
400 7th Street, SW.
Washington, D.C. 20590")

General Information and Instructions

This form is to be developed from the "Contractor's Annual EEO Report." The data is to be compiled by the State and submitted annually. It should reflect the total employment of all Federal-Aid Highway Projects in the State as of July 31st. The staffing figures to be reported should represent the project work force on board in all or any part of the last payroll period preceding the end of July. The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Table B should include only apprentices and on-the-job trainees as indicated.

Entries made for "Job Categories" are to be confined to the listing shown. Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on projects should thus be accounted for.

This information will be used in complying with the U.S. Senate Committee on Public Works request that the Federal Highway Administration submit a report annually on the status of the Equal Employment Opportunity Program, its effectiveness, and progress made by the States and the Administration in carrying out Section 22(A) of the Federal-Aid Highway Act of 1968. In addition, the form should be used as a valuable tool for States to evaluate their own programs for ensuring equal opportunity.

It is requested that States submit this information annually to the FHWA Divisions no later than September 25.

LINE 01.- State and region Code. Enter the 4-digit code from the list below.

Alabama.....01-04
Alaska.....02-10
Arizona.....04-09
Arkansas.....05-06
California.....06-09
Colorado.....08-08
Connecticut.....09-01
Delaware.....10-03
District of Columbia.....11-03
Florida.....12-04
Georgia.....13-04
Hawaii.....15-09
Idaho.....16-10
Illinois.....17-05
Indiana.....18-05
Iowa.....19-07
Kansas.....20-07
Kentucky.....21-04
Louisiana.....22-06
Maine.....23-01
Maryland.....24-03
Massachusetts.....25-01
Michigan.....26-05
Minnesota.....27-05
Mississippi.....28-04
Missouri.....29-07
Montana.....30-08
Nebraska.....31-07
Nevada.....32-09
New Hampshire.....33-01
New Jersey.....34-01
New Mexico.....35-06
New York.....36-01
North Carolina.....37-04
North Dakota.....38-08
Ohio.....39-05
Oklahoma.....40-06
Oregon.....41-10
Pennsylvania.....42-03
Puerto Rico.....43-01
Rhode Island.....44-01
South Carolina.....45-04
South Dakota.....46-08
Tennessee.....47-04
Texas.....48-06
Utah.....49-08
Vermont.....50-01
Virginia.....51-03
Washington.....53-10
West Virginia.....54-03
Wisconsin.....55-05
Wyoming.....56-08

FEDERAL-AID HIGHWAY CONSTRUCTION

SUMMARY OF EMPLOYMENT DATA (INCLUDING MINORITY BREAKDOWN)
FOR ALL FEDERAL-AID PROJECTS FOR MONTH ENDING JULY 31st, _____

OMB NO. 2125-0019

STATE-REGION (5-8)	NUMBER OF PROJECTS(9-12)	TOTAL DOLLAR VALUE (13-23)
01		

EMPLOYMENT DATA

Table A

JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK *Not of Hispanic Origin*		HISPANIC		AMERICN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE *Not of Hispanic Origin*		APPRENTICES		ON THE JOB TRAINEES	
	9-13	14-18	19-23	24-28	29-33	34-38	39-43	44-48	49-53	54-58	59-63	64-68	69-73	74-78	79-83	84-88	89-93	94-98
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
02 OFFICIALS *(Managers)*																		
03 SUPERVISORS																		
04 FOREMEN/WOMEN																		
05 CLERICAL																		
06 EQUIPMENT OPERATORS																		
07 MECHANICS																		
08 TRUCK DRIVERS																		
09 IRONWORKERS																		
10 CARPENTERS																		
11 CEMENT MASONS																		
12 ELECTRICIANS																		
13 PIPEFITTERS																		
14 PAINTERS																		
15 LABORERS, SEMI-SKILLED																		
16 LABORERS, UNSKILLED																		
17 **TOTAL**																		

Table B

18 APPRENTICES																		
19 ON THE JOB TRAINEES																		

11. PREPARED BY: *(Signature and Title)*	DATE	REVIEWED BY: *(Signature and Title of State Highway Official)*	DATE

This report is required by law and regulation (23 U.S.C. 140a and 23 CFR Part 230). Failure to report will result in noncompliance with this regulation.

FORM FHWA-1392 (Rev. 9-94) PREVIOUS EDITIONS ARE OBSOLETE

SPECIAL PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

SELECTED DBE PROGRAM PROVISIONS

DISADVANTAGED BUSINESS PARTICIPATION IN USDOT ASSISTED CONTRACTS

OBJECTIVE:

The purpose of the DBE Program is to implement the provisions of 49 CFR Part 26, other pertinent regulations, and source legislation. The objectives are: (a) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts in the USDOT's highway, transit, and airport financial assistance programs; (b) To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts; (c) To ensure that USDOT's DBE program is narrowly tailored in accordance with applicable law; (d) To ensure that only firms that fully meet the eligibility standards specified in 49 CFR Part 26 are permitted to participate as DBEs; (e) To help remove barriers to the participation of DBEs in USDOT-assisted contracts; (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and (g) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

AUTHORITY:

These Special Provisions are issued following guidelines found in 49 CFR Parts 23 (as amended) and 26, effective March 4, 1999, under authorities cited at 23 U.S.C. 324; 42 U.S.C. 2000d et seq.; 49 U.S.C. 1615, 47107, 47113, 47123; Executive Order 12138, 3 CFR, 1979 Comp. p. 393; Sec. 1101(b), Pub. L. 105-178, 112 Stat. 107, 113; and in accordance with other directives contained in the VIDPW's Disadvantaged Business Enterprise Program.

POLICY:

It is the policy of the VIDPW to encourage and support the DBE Program and its objectives to the maximum extent possible. This rule shall be circulated throughout the VIDPW, Construction Organizations, DBE and non-DBE business communities that perform work with the VIDPW and other interested parties.

The VIDPW and all recipients of USDOT-assisted contracts shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The VIDPW and all recipients will further ensure that the VIDPW and/or all recipients of USDOT-assisted contracts shall not discriminate in the development, implementation and administration of the DBE Program. Implementation of the DBE Program by the VIDPW is a legal obligation and failure to carry out its terms shall be treated as a violation whereby sanctions may be imposed as provided for under Part 26.

No person shall be excluded from participation in or denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract covered by this DBE Program or 49 CFR Part 26 on the basis of race, color, sex or national origin.

In administering the DBE Program, the VIDPW shall not use criteria or methods that would have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex or national origin.

From time to time VIDPW shall receive interpretations from USDOT, which shall be binding on VIDPW, sub-recipients, and contractors.

DEFINITIONS:

COMMERCIALY USEFUL FUNCTION (CUF) - means that a DBE is responsible for execution of a distinct element of the work of a contract or subcontract and carries out its responsibilities by actually performing, managing and supervising the work involved, or provides professional services.

COMPLIANCE – means that a recipient has correctly implemented the requirements of this part.

CONTRACT – means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

CONTRACT GOAL – means the percentage of DBE participation established by VIDPW, if required, for a USDOT- Assisted Contract.

CONTRACTOR – means one who participates, through a contract or subcontract (at any tier), in a USDOT-assisted highway, transit, or airport program.

DEPARTMENT – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

DESIGN CONSULTANT – means an individual, firm or partnership who contracts with the VIDPW to provide services for engineering, surveying, environmental, hazardous materials, subsurface utility engineering, and other services, which require a rigorous, logical, science, based approach for data acquisition to be used in the development of VIDPW highway construction plans.

DISADVANTAGED BUSINESS ENTERPRISE OR DBE – means a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

GOOD FAITH EFFORTS – means efforts to achieve a DBE goal or other requirement of the DBE Program, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements.

JOINT VENTURE – means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

NAICS – North American Industrial Classification System – replaces the Standard Industrial Classification (SIC) code designation, which best describes the primary business of a firm.

NONCOMPLIANCE – means that a recipient has not correctly implemented the requirements of 49 CFR Part 26.

CRO – means Civil Rights Office of the VIDPW.

OPERATING ADMINISTRATION (OA) – means any of the following parts of USDOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA). The “Administrator” of any OA includes his or her designees.

DEFINITIONS (cont.):

OVER-CONCENTRATION – means a condition in which DBE firms are being utilized in certain types of work to the extent that non-DBEs are unduly burdened from participating in this same type of work.

PRIMARY INDUSTRY CLASSIFICATION – means the four-digit Standard Industrial Classification (SIC) Code designation that best describes the primary business of a firm. The SIC code designations are described in the standard Industry Classification Manual.

PRIMARY RECIPIENT – means a recipient to which USDOT financial assistance is given and passes some or all of it on to another recipient.

PROGRAM – means any undertaking on a recipient's part to use USDOT financial assistance, authorized by the laws to which this part applies.

RACE-CONSCIOUS MEASURE – means a program that is focused specifically on assisting only DBEs, including women-owned DBEs.

RACE-NEUTRAL MEASURE – means a program that is, or can be, used to assist all small businesses. For purposes of this part, race-neutral includes gender-neutrality.

READY, WILLING AND ABLE –means, for the purpose of setting annual DBE goals, in the context of a DBE or non-DBE business, that it has the necessary license to perform work on USDOT-assisted contracts in its home state, is not currently suspended or debarred, and has demonstrated its interest in performing work on USDOT-assisted contracts by submitting a bid, proposal, or quotation as a prospective prime contractor, subcontractor, supplier, trucker, consultant, or other relevant business entity, on a Virgin Islands USDOT-assisted contract within the current or two (2) previous federal fiscal years, or such shorter duration as established by the Department.

RECIPIENT – means any entity, public or private, to which USDOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA or FTA or who has applied for such assistance.

SECRETARY – means the Secretary of the U. S. Department of Transportation or his/her designee.

REGULAR DEALER - means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not regular dealers.

SMALL BUSINESS ADMINISTRATION (SBA) – means the United States Small Business Administration.

SMALL BUSINESS CONCERN – means with respect to firms seeking to participate as DBEs in USDOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act

and Small Business Administration Regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b).

SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUAL – means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

Any individual whom the VIDPW finds to be socially and economically disadvantaged pursuant to its DBE certification procedure.

Any individual in the following groups, members of which are rebuttable presumed to be socially and economically disadvantaged:

(a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(e) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives islands, Nepal or Sri Lanka;

(f) Women; and

(g) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

STATE GOAL – means the VIDPW's determination, calculated annually as a percentage, of the level of DBE participation on Virgin Islands USDOT–Assisted Contracts, VIDPW expects absent the effects of discrimination.

USDOT-ASSISTED CONTRACT – means any contract between a recipient and a contractor (at any tier) funded in whole or in part with USDOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

VIDPW – means the Virgin Islands Department Public Works.

Pre-Bid and Demonstration of Good Faith Efforts (GFE's):

When the VIDPW has established a DBE contract goal on a USDOT-assisted individual project, it shall award the contract only to a bidder who meets the established goal or who makes good faith efforts to do so. The award of the contract will be conditioned on meeting the requirements of this section. The VIDPW shall determine whether a bidder has made good faith efforts if it documents either: that it can

meet the DBE contract goal by documenting that it has obtained commitments for sufficient participation by DBE firms; or by documenting that it made adequate good faith efforts to meet the DBE contract goal by showing that it took all necessary and reasonable steps, which by their scope, intensity, and appropriateness to the objective of meeting the goal, could reasonably be expected to obtain sufficient DBE participation, even if the bidder was not fully successful.

1. All bidders shall give written assurance in their bid proposal to meet the established DBE contract goal or propose a reduced goal. The bidder's written assurance will be considered binding. Failure to make and/or abide by such written assurance shall render a bid non-responsive.

2. All bidders must complete and sign the DBE Commitment Form A-585 (Appendix A) and the Bidders List of Quote's Form BL-DBE (Appendix B) and include them with the other required documents of the bidder's "Proposal Package" submitted at the time of the Bid Opening. If the contract involves the use of consultants then the bidder must complete the Offeror's List (Appendix C) and the Certification of Consultant or Offeror for DBE Annual State Goal forms (Appendix D) and submit them with the "Proposal Package". All listed DBE firm(s) must be certified by the DPW prior to submission of the DBE Commitment Form.

3. The information required on all forms must be accurate, complete in every detail and in final form at the time; it is submitted to the VIDPW and/or its Contracting Office (Department of Property & Procurement) at the Bid Opening. Failure to submit these forms in proper form and accuracy at the Bid Opening shall render the bid non-responsive. All bidders are required to list on the DBE Commitment Form A-585, the following information:
    a. The names of the DBE subcontractor(s) and/or material supplier(s) that will participate in the contract;
    b. Item number(s) & description of the work that the DBE will perform;
    c. The dollar amount of the participation for each item of work the DBE will perform;
    d. Written documentation of the bidder's commitment to use a DBE subcontractor/supplier whose participation it submits to meet the DBE contract goal.

4. If the apparent low bidder cannot meet the established DBE contract goal, and proposes a reduced DBE goal, the bidder shall document and submit its justification for not meeting the goal and its documented demonstration of good faith efforts at the time of the bid opening. This justification is a documented demonstration of good faith efforts by the bidder, which must, in the end, show that the contractor had actively and aggressively sought out DBEs to participate in the project. Mere *pro forma* efforts are not the necessary and reasonable steps that indicate good faith efforts. The VIDPW will consider the quality, quantity, and intensity of the different kinds of efforts that were made in trying to obtain DBE participation sufficient to meet the DBE contract goal. The following is a list of types of actions, which the VIDPW will consider as part of the bidder's good faith efforts to obtain DBE participation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive, as other factors or types of efforts may be relevant in appropriate cases. This demonstration should include, but not be limited to, the following:
    a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow DBEs to respond to the solicitation. The bidder must determine with certainty if taking appropriate steps to follow up initial solicitations interests the DBEs.
    b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

d. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

   A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
   However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. In addition, the ability or desire of the prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor is standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

h. Effectively using the services of available minority/women community organizations; minority/women contractor's groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

5. In determining whether a bidder has made good faith efforts, the VIDPW may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the VIDPW may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, the VIDPW may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

6. The good faith efforts documentation required to justify the proposed goal shall be based on efforts made by the prime contractor from the date of Invitation For Bids to the date of the bid opening. The VIDPW will not consider any effort made by the prime contractor after bid opening.

7. Examples of actions which may not be acceptable as reasons for failure to meet the DBE goal:
   a. DBE unable to provide performance and/or payment bonds.
   b. Rejection of reasonable DBE bid based solely on price.
   c. DBE would not agree to perform all or most of the work of the contract.
   d. Union versus non-union status.
   e. Prime contractor normally would perform all or most of the work of the contract.

f. Solicitation by mail or telephone only.

8. If the bidder is able to demonstrate good faith efforts, the VIDPW may award the contract at the bidder's proposed DBE contract goal.

Pre-Bid and Demonstration of Good Faith Efforts (cont.)

9. If the VIDPW determines that the bidder is unable to demonstrate good faith efforts, the VIDPW will not award the contract, but shall provide to the bidder the opportunity for administrative reconsideration. As part of this reconsideration, the following guidelines apply:
   a. The bidder shall have the opportunity to provide written documentation or argument concerning the issue of whether the bidder met the DBE contract goal or made adequate good faith efforts to do so.
   b. The VIDPW's decision on reconsideration shall be made by an official who did not take part in the original determination that the bidder failed to meet the DBE contract goal or make adequate good faith efforts to do so.
   c. The bidder shall have the opportunity to meet in person with the VIDPW's reconsideration official to discuss the issue of whether it met the DBE contract goal or made adequate good faith efforts to do so.
   d. The VIDPW shall send a written decision on the reconsideration, explaining the basis for finding that the bidder did or did not meet the DBE contract goal or make adequate good faith efforts to do so.
   e. If the reconsideration decision finds that the bidder did meet the DBE contract goal or did make adequate good faith efforts to do so, the VIDPW may award the contract at the bidder's proposed DBE contract goal.
   f. If the reconsideration decision finds that bidder did not meet the DBE contract goal or did not make adequate good faith efforts to do so, the VIDPW will not award the contract to that bidder, but will notify the next lowest responsible bidder that its bid proposal, with all required documentation therein, is being considered for award of contract.
   g. The result of this reconsideration process is not administratively appeal able to the USDOT.

10. The DBE contract goal committed by the successful bidder will become the established DBE contract goal for the project as a contract requirement. If, at the completion of the project, the prime contractor fails to meet its commitment, it will be required to document and justify why it failed to meet this commitment. The Liquidated Damage Provision as stated below will apply if the contractor fails to demonstrate good faith efforts to meet the committed goal.

11. If the VIDPW lets for bid a "design-build" or "turnkey" contract, in which the VIDPW lets a master contract, or similar legally binding instrument, to a contractor, who in turn lets subsequent subcontracts for the work of the project, the VIDPW may establish a DBE contract goal for the project. The master contractor then establishes DBE contract goals, as appropriate, for the subcontracts it lets. The VIDPW shall maintain oversight of the master's contractor's activities to ensure that they are conducted consistent with the requirements of these Special Provisions, the VIDPW's DBE Program and 49 CFR Parts 23 (as amended) and 26.

12. The VIDPW requires that the successful bidder, or subsequently the prime contractor, not terminate for convenience a DBE subcontractor listed in DBE Commitment Form, or an approved substitute DBE firm, and then propose to perform the work of the terminated subcontract with its own forces or those of an affiliate, without the VIDPW's prior written consent. See the Termination / Substitution / Replacement of Listed DBE Firms provision below.

COUNTING DBE PARTICIPATION:

1. When a DBE participates in a contract, only the value of the work actually performed by the DBE will be counted.
   a. The entire amount of that portion of a construction contract or other contract that is performed by the DBE's own forces will be credited. Included are the costs of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
   b. Credit will be allowed for the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract. Credit will be allowed for fees considered reasonable and not excessive as compared with fees customarily allowed for similar services.
   c. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count.

2. When a DBE performs as a participant in a joint venture, credit for a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will be allowed.

3. Credit to a DBE contractor will be allowed only if the DBE is performing a commercially useful function on the contract.
   a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, an evaluation will be made of the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work and other relevant factors.
   b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, an examination of similar transactions, particularly those in which DBEs do not participate, will be performed
   c. If a DBE does not perform or exercise responsibility for at least the percentage determined in the VIDPW Standard Specifications for Highway and Bridge Construction of the total cost of its contract with its own forces, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a commercially useful function.
   d. When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. It may be determined that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

e. Decisions concerning commercially useful function matters are not administratively appeal able to USDOT.

COUNTING DBE PARTICIPATION (cont).

4. The following factors will be used to determine whether a DBE trucking firm is performing a commercially useful function. The VIDPW shall evaluate the amount of work subcontracted, industry practices and other relevant factors:
   a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purposes of counting DBE participation.
   b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
   c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
   d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

   e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
   f. A lease arrangement or agreement shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
   g. Prior to beginning work on a contract, the DBE must submit valid lease agreements to the VIDPW on all leased trucks and written agreements with owner/operators. Whether the agreement is with an owner/operator or trucks hired from a trucking firm, the agreement must include the:
      1. Operator's Name;
      2. Social Security number;
      3. Federal Identification Number (FIN);
      4. Cab Card Number of the Truck;
      5. Description of the Truck and the Method of Payment.

5. The following factors are used in determining whether a DBE truck owner/operator will be credited:
   a. An Owner/Operator must own one (1) fully operational truck and operate it himself/herself for hire. The individual must possess a Commercial Driver's License and the truck must have a current registration and be properly licensed. If required, the firm must have the appropriate operating license and insurance. The individual must be an independent owner/operator and cannot be in an employee/employer relationship with a prime contractor.

   b. Owner/Operator trucks may be utilized by the prime contractor to meet a DBE goal and must be covered by a fully executed written agreement.

c. For each owner/operator to be credited, the contractor or subcontractor must submit to the VIDPW, a valid agreement that includes or has attached the following information:
   1. Owner/operator's name;
   2. Social Security Number;
   3. Copy of Vehicle registration receipt;
   4. Current Vehicle license number;
   5. Truck Number;
   6. Method of payment (hour, ton, load).
   7.

COUNTING DBE PARTICIPATION (cont).

d. The prime contractor may count towards its DBE participation, the total dollar value paid to an owner/operator for the haul. Payments to owner/operators must be certified to by the prime contractor prior to finalizing the project or as work progresses, as required by the VIDPW. If required, the owner must be shown on the prime contractor's certified payroll.

6. Expenditures with DBEs for Materials or Supplies:
   a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies may be counted. For the purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
   b. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies may be counted.

   c. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the VIDPW determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. *No portion of the cost of the materials or supplies themselves may be counted toward DBE contract goals.*

7. All listed DBE firms must be certified by the VIDPW prior to the prime contractor's submission of the DBE Commitment Form A-585. If a firm is not currently certified as a DBE in accordance with approved certification standards at the time of the execution of the contract, the VIDPW may not count the firm's participation toward any DBE goals, except as provided for by the following, in regards the effects of removal of eligibility by the VIDPW:
   a. When a prime contractor has made a commitment to using the ineligible firm or the VIDPW has made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before the issue of a de-certification notice, the ineligible firm will not count toward the contract goal or overall goal. The VIDPW shall direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate that it has made good faith efforts to do so.
   b. If a prime contractor has executed a subcontract with the firm before the VIDPW has notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit towards its DBE goal for the firm's work. In this case, or in a case where the VIDPW has let a prime contractor to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after the VIDPW has issued the notice of its ineligibility shall not count toward the VIDPW's overall goal, but may count toward the contract goal.

c. Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during its performance of the contract, the VIDPW may continue to count its participation on that contract toward overall and contract goals.

8. The VIDPW may not count the dollar value of work performed under a contract with a firm, after it has ceased to be certified, toward the overall goal.

9. The VIDPW may not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements or the overall goal until the amount being counted toward the goal has been paid to the DBE.

10. Over concentration shall be presumed to exist in a type of work, other than trucking work, when either of the following conditions have been met:

COUNTING DBE PARTICIPATION (cont).

a. More than 50% of the total number of firms ready, willing and able to perform such work are comprised of DBE firms, or
b. DBE firms earned more than 50% of the total Federal-aid dollars spent on such work during the previous federal fiscal year.

Over concentration shall be presumed to exist in trucking work when both the following conditions have been met:
a. More than 80% of the total number of firms ready, willing and able to perform such work are comprised of DBE firms and,
b. More than 80% of the total Federal-aid dollars spent on such work during the previous federal fiscal year was earned by DBE firms.

In the event a presumption of overconcentration arises pursuant to the aforementioned sections, VIDPW shall make further investigation to determine if the presumption of overconcentration in a type of work is rebutted by a review of the totality of the circumstances. Such review shall consider whether a false presumption of overconcentration is resulting from extraneous influences such as the geographic location of the work versus the geographic location of the DBE and non-DBE firms involved, the number and size of contracts giving rise to the appearance of overconcentration, and any other relevant factors affection DBE or non-DBE participation in the type of work.

If overconcentration in a type of work is deemed by VIDPW to exist, measures to address the overconcentration will be devised. These measures may include the use of incentives, technical assistance, business development programs, mentor-protégé programs and other appropriate measures designated to assist DBE's in performing work outside of the specific field in which it has been determined that non-DBEs are unduly burdened.

The VIDPW shall annually determine and document whether DBE firms are so over concentrated in a certain type of work as to unduly burden the opportunity of non-DBE firms to participate in that type of work.

No credit for the use of DBEs in the type of work for which overconcentration is determined by VIDPW to exist shall be given in the event a race-conscious DBE goal has been placed on a project. If VIDPW determines such reduced credit is required for a type of work on a project, VIDPW shall so notify prospective bidders in the Invitation For Bids.

TERMINATION / SUBSTITUTION / REPLACEMENT OF LISTED DBE FIRMS:

1. The VIDPW requires that the prime contractor not terminate for convenience a DBE subcontractor listed in the DBE Commitment Form A-585, or an approved substitute DBE firm, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the VIDPW's prior written consent.
2. If a DBE subcontractor is terminated, or the DBE firm fails to complete its work on the contract for any reason, the VIDPW requires the prime contractor to make good faith efforts to find another certified DBE subcontractor to substitute for the original DBE firm. These good faith efforts shall be documented and directed at finding another certified DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to count DBE participation.
3. If a DBE subcontractor is unwilling or unable to perform the work of the commitment made to the prime contractor, the prime contractor shall immediately notify in writing the VIDPW's project manager, and request to be relieved of the commitment to use the named DBE. The prime contractor shall include with this request a justification and the good faith efforts made in dealing with the named DBE.
4. If the prime contractor's request to be relieved is approved by the VIDPW, and a DBE contract goal shortfall exists, the prime contractor shall immediately attempt to obtain sufficient DBE participation by subcontracting with other certified DBEs.
5. If the prime contractor is unable to replace the committed DBE with another or other certified DBE firms, the prime contractor shall evaluate the remaining items of work and shall document and submit the good faith efforts made to subcontract work with certified DBEs or to purchase materials or supplies from certified DBE suppliers for such remaining items. The VIDPW may allow a DBE contract goal waiver, adjust the DBE goal accordingly as to submitted and accepted good faith efforts, or assess liquidated damages as may be appropriate, depending on the individual project's overall circumstances.

PROMPT PAYMENT MECHANISMS TO SUBCONTRACTORS:

To ensure that all obligations under contracts awarded to DBEs are met, the VIDPW will review the contractor's DBE involvement efforts during the performance of the contract. Prime contractors shall pay all subcontractors their respective subcontract amount by electronic transfer, if available, for VIDPW accepted work within ten (10) calendar days after the contractor receives payment for such work from the VIDPW. The contractor will be required to submit information as requested regarding all payments made to DBEs and non-DBEs within ten (10) calendar days after the contractor receives payment for such work. A prime contractor shall be required to fully document any alleged disputes with its subcontractors. The contractor shall ensure that all situations in which regularly scheduled payments are not made to subcontractors are reported to the VIDPW. If the prime contractor is found to be in violation or fails to abide by the prompt payment mechanisms, the VIDPW shall impose sanctions as stated under Penalties for Failure to Meet Overall Goals. The contractor shall further be required to release retainage payments to the subcontractors within thirty (30) calendar days of satisfactory completion of the entire subcontractor's work and final payment of such work by the VIDPW.

RACE-CONSCIOUS MEASURES PROGRAM FOR LIQUIDATED DAMAGES:

The VIDPW shall impose, where appropriate, liquidated damages provision regarding the VIDPW's DBE Program.

If at the completion of the project, the prime contractor has failed to meet the established or reduced DBE goal, or has not demonstrated good faith efforts and/or has not obtained a DBE contract goal waiver, the

prime contractor shall be assessed liquidated damages for the difference between the established or reduced DBE goal and the actual DBE participation achieved.

RECORD KEEPING REQUIREMENTS AND THE MONTHLY PRIME CONTRACTOR OR PRIME CONSULTANT PAYMENT INFORMATION FORM A-644 (Appendix E):

1. The prime contractor shall keep such records as necessary to ensure compliance with its DBE utilization obligations.

2. As requested, the prime contractor will submit all subcontracts and other financial transaction documentation executed with DBEs in such form, manner and content as prescribed by the VIDPW.

3. The prime contractor must retain all such records for at least three (3) years after project acceptance by the FHWA following the completion of the contract. These records shall be available for inspection by the VIDPW, the FHWA, the USDOT or other appropriately sanctioned Virgin Islands State Agencies or Federal Agencies or Departments.

4. The prime contractor's DBE liaison officer or designee shall complete the top half of Form A-644, Monthly Contractor DBE Participation, whether paid by the prime contractor or one of its subcontractors, and submit the form or its facsimile to the VIDPW's project manager or designee at the monthly estimate cutoff date.

5. The VIDPW will conduct, at a minimum, an annual audit on selected construction projects to verify actual participation reported on Form A-644 Monthly Contractor DBE Participation.

COMPLIANCE PROCEDURES:

Whenever the VIDPW believes the recipient or the contractor or any subcontractor or supplier on a USDOT-assisted contract may not be operating in compliance with the terms, conditions or requirements of this DBE Program, including but not limited to, encouraging fronting, brokering or the circumstance of a DBE not performing a commercially useful function as defined, the VIDPW will conduct an investigation. If it is found that the recipient or the contractor or any subcontractor or supplier is not in compliance with the DBE Program or these Special Provisions, the non-compliant party will be notified in writing by the VIDPW. A compliance conference to discuss the area(s) of non-compliance may be held between the VIDPW and the non-compliant party or parties. In the event that the non-compliant party or parties fails or refuses to perform in compliance with the DBE Program or these Special Provisions, a "Notice of Non-Compliance" will be transmitted. If the non-compliant party or parties corrects the deficiencies, the "Notice of Non-Compliance" will be rescinded and the party or parties will be notified as to compliance. If the deficiencies are not corrected, the VIDPW will initiate administrative action against the non-compliant party or parties, which may include but not be limited to;

1. Termination of the contract.
2. Withholding an appropriate percentage of partial payments. This appropriate percentage may be the amount of any proposed monetary sanction.
3. Initiation of appropriate debarment or de-certification proceedings.
4. Referral of any unlawful actions to the appropriate enforcement agencies.
5. Other actions as appropriate, at the discretion of the VIDPW.

Updated 10/05

APPENDIX A

DBE COMMITMENT FORM A-585

Form A-585
DBE A
Rev. 10/05

APPENDIX A

VIRGIN ISLANDS DEPARTMENT OF PUBLIC WORKS
Disadvantaged Business Enterprise (DBE) Program

DBE Commitment Form – A-585

(CONTRACT GOAL FOR DBE IN HIGHWAY CONSTRUCTION)

Project Name**: MORAVIAN HIGHWAY PAVEMENT REHABILITATION**

Project No. VI-0030(039) **Project Goal** **15%**

DBE Subcontractor/Material Supplier_____

(Make copies and use one form for each subcontractor/or material supplier.)

Type or print legibly

Item No(s).	Description of Work (item, material, service)	Quantity	Price/Unit	Total Dollars
			GRAND TOTAL	

1. Total Amount of the Bid $_____
2. Contractors DBE Participation* ____% Dollar Estimate & Participation: $_____ or ___ % of line 1
3. Contractor's DBE Liaison Officer_____

*Must equal or exceed established goal indicated above or bid may be rendered non-responsive.

I will abide by the Disadvantaged Business Enterprise (DBE) goal set forth for this project and hereby submit the names of the DBE firms that will participate in this project. Substitution(s) will not be allowed without prior submission of written justification to the DBE Program Manager for approval. I understand that failure to meet the foal may result in Liquidated Damages for the difference between the DBE goal and the actual DBE participation achieved. **The DBE should retain copies of all quotes submitted.**

This statement is my assurance that _____ agrees to comply with the requirements of the
(Name of Contractor)
contract, and the Virgin Island Department of Public Works' Disadvantaged Business Enterprise Program, and all the requirements contained therein.

_____ _____
Signature of Company Official Signature of Subcontractor/Material Supplier

_____ _____
Date

312345

NOTICE TO CONSTRUCTION CONTRACTORS

BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

In accordance with 49 CFR Part 26, the Department of Public Works will establish its Annual DBE goal using a Bidders List. The Bidders List will be a compilation of all quotes received by the Contractor during the advertising period. The Bidders List will be used to determine the relative availability of DBE's.

At the time the bid is submitted to the Contracting Officer/Department of Public Works, the Contractor shall list, on Form BLCC, the quotes received for the project, using additional sheets as necessary. The listing shall include EACH quoter's ***name, address, telephone number, age of firm, annual gross receipts of the firm and whether the quoter is a Virgin Islands certified DBE***. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER A BID NON-RESPONSIVE AND THE BID SHALL BE REJECTED.**

The term "quoter" shall include subcontractors and suppliers of materials with whom the Contractor contracts directly.

BIDDER / CONTRACTOR:_____

ADDRESS: _____

TELEPHONE No.: _____ **FAX No.:** _____

PROJECT NAME: _____

PROJECT N0.:_____

LISTING OF QUOTERS

Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to 1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11 –15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE

Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11 or more { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11 or more { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE

NOTICE TO DESIGN/OTHER CONSULTANTS

BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

In accordance with 49 CFR Part 26, the Department of Public Works will establish its Annual DBE goal using a Bidders List. The Bidders List will be a compilation of all quotes received by the Design/Other Consultant at the time of the proposal. The Bidders List will be used to determine the relative availability of DBE's.

At the time the proposal is submitted to the Contracting Officer/Department of Public Works, the Design/Other Consultant shall list, on Form BLDC, the quotes received for the project, using additional sheets as necessary. The listing shall include EACH quoter's ***name, address, telephone number, age of firm, annual gross receipts of the firm and whether the quoter is a Virgin Islands certified DBE***. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER A BID NON-RESPONSIVE AND THE BID SHALL BE REJECTED.**

The term "quoter" shall include subcontractors with whom the Design/Other Consultant contracts directly.

DESIGN/OTHER CONSULTANT: _____

ADDRESS: _____

TELEPHONE No.: _____ **FAX No.:** _____

PROJECT NAME: _____

PROJECT NO.: _____

LISTING OF QUOTERS

Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to 1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11 -15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE

Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11 or more { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5,000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE
Name_____ **Address**_____ _____ **Tel. No.**_____	**Age of Firm** { 1-2 yrs { 3-5 yrs { 6-10 yrs { 11-15 yrs { 16 or more	**Annual Gross Receipts** { $1000 to $100,000 { $100,000 to $500,000 { $500,000 to $1,000,000 { $1,000,000 to $5.000,000 { $5,000,000 or more	{ DBE { Non-DBE

VIRGIN ISLANDS
Department of Public Works
Disadvantaged Business Enterprise (DBE) Program

CERTIFICATION OF CONSULTANT OR OFFEROR FOR DBE ANNUAL STATE GOAL

I hereby certify that I am the _____
(Title)
and, duly authorized representative of _____
(Name of Firm)
whose address is _____, and

acknowledge and certify as follows:

(a) Understand that the Virgin Islands Department of Public Works Disadvantaged Business Enterprise (DBE) Program has an annual state goal, which this firm will seek to attain according to the DBE Program provisions.

(b) Agreed, as an express or implied condition for obtaining the contract, to comply by the provisions of Title 49 Code of the Federal Regulation Part 26 as it pertains to Disadvantaged Business Enterprise Program.

Except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virgin Islands Department of Public Works Civil Rights / DBE Program Office, and the Federal Highway Administration, (if applicable), in connection with this contract involving participation of Federal-Aid highway funds (if applicable), and is subject to applicable State and Federal laws, both criminal and civil (if applicable).

_____ _____
Date **Signature**

_____
(Print Name)

VIRGIN ISLANDS
Department of Public Works

MONTHLY PRIME CONTRACTOR OR PRIME CONSULTANT PAYMENT INFORMATION

To Be Completed by Prime Contractor/Consultant: Project Phase One__; Two__; Three ___.
(Project Phasing does not apply to Construction Projects)

ITEM OR WORK DESCRIPTION	NAME OF SUBCONTRACTOR OR MATERIAL SUPPLIER	DBE YES/NO	ACTUAL PAYMENTS THIS PERIOD

IF ANY FIRM LISTED ABOVE IS A MATERIAL SUPPLIER, BUT NOT THE MANUFACTURER, THE CONTRACTOR MAY CREDIT ONLY 60% OF THE EXPENDITURE TO THE SUPPLIER FOR FINAL PAYMENT.

1. **Project Name:** _____
2. **Project No.**_____ **DBE Participation Annual Goal:**_____
3. **Contractor or Consultant:**_____ **Project Control No.**_____
4. **Reporting Period**_____ **THRU**_____ **Monthly Estimate No.**_____
5. **Original Contract Amount: $**_____
6. **Contract Dollar Paid to Date $**_____ **% Time used**_____

SUMMARY OF PAYMENT INFORMATION

a. Previous actual payments to DBEs		g. Previous actual payments to non DBEs	
b. Actual payment to DBEs this period		h. Actual payment to non DBEs this period	
c. Total actual payments to DBEs to date		i. Total actual payments to non DBEs to date	
d. Total actual payments to prime to date		j. Total actual payment to prime this period	
e. Total % of actual payments paid to DBEs to date		k. Total % of actual payments paid to non DBEs to date	
f. Total actual payments to Prime less Subs to date		i. Total actual payments to all Subs	

Name:_____ Telephone No._____

Title:_____

I certify that the above amount has been paid to the DBE Subcontractor / Material Supplier:

By: _____ _____
Signature Print Name/Title

Subscribed and sworn to before me this_____ day of _____ YEAR_____

NOTARY PUBLIC_____

My Commission Expires:_____

VIRGIN ISLANDS
UNIFORM CERTIFICATON
PROGRAM (UCP)

DBE DIRECTORY OF FIRMS

VIRGIN ISLANDS DEPARTMENT OF PUBLIC WORKS (VIDPW)
Gustav James, P.E. Commissioner
Tel: (340) 773-1290 Fax: (340) 778-8906 (St. Croix) dpwocrdbe@vipowernet.net
Tel: (340) 776-4844 Fax: (340) 777-8994 (St. Thomas) mfarrington_7@yahoo.com

VIRGIN ISLANDS PORT AUTHORITY (VIPA)
Carlton Dowe, Executive Director
(340) 774-1629 (St. Thomas)
(340) 778-1012 (St. Croix)
www.viport.com

March
2016 Issue

The Disadvantaged Business Enterprise (DBE) Programs of the *Virgin Islands* of the *Virgin Islands Department of Public Works* and *Virgin Islands Port Authority* have prepared a **DBE DIRECTORY OF FIRMS**, containing information related to businesses owned and controlled by minorities and women currently certified with the Uniform Certification program.

The firms listed have met all certification standards set forth in the Code of Federal Regulation (CFR), Title 49 - Transportation. Contractors use the Directory as a basic resource for soliciting participation on Department of Transportation (DOT) - assisted projects. If a firm is not certified as a DBE, A contractor cannot receive credit toward achievement of the DBE participation goal by using the firm.

The Directory is widely disseminated to other government agencies, contractors and the general public. The information included in intended for reference only. The Directory is consistent with the DOT Regulation 49 CFR, Part 26.

ATTENTION

All previous issues of this directory are obsolete. Changes to firm information are **highlighted**. Any information duplicated or stored privately is the responsibility of the DBE firm. All DBE firms are encouraged to compare and update such information as new directories become available.

ATTENTION

The firms included in this Directory are certified as Disadvantaged Business Enterprise (DBE)s by the Virgin Islands Uniform Certification Program. Certification as a DBE does not pre-qualify a firm to bid on specific projects. It is the contractor's responsibility to ascertain the DBEs ability to perform on any given project.

ORGANIZATION OF DIRECTORY

This Directory is divided into three Sections:

Section I - DBE firms are indexed by page numbers and district

Section II - DBE firms are listed alphabetically with all pertaining information

Section III - DBE firms are categorized in the traditional contracting fields

UNIFIED CERTIFICATION PROGRAM

The Code of Federal Regulation (CFR) 49 Part 26, Subpart E § 26.51 (a) states all Department of Transportation (DOT) recipients in the state or territory must participate in a Unified Certification Program (UCP). The UCP intends to adhere to and embed the existing common application procedures to the uniform certification process to ensure reductions in administrative costs and provided more opportunities for small business concerns owned and controlled by DBE's. Any government agency certifying has the responsibility to ensure that these programs promote competitive viability of small disadvantaged concerns in the free market enterprise system; ensure that the certification process is in accordance with Federal Regulation 49 CFR, Part 23 and 26 in "narrowly tailoring requirements in increase effectiveness and reduce burdens', in providing a one-stop shop certification process. The **Virgin Islands Department of Public Works** will be lead agency to coordinate the establishment of the Unified Certification Program within the Territory. The **Virgin Islands Port Authority** is the other component of this agreement. The purpose of this UCP agreement is to identify reciprocal certification requirements of United States Department of Transportation (DOT) Regulation 49 CFR, Part 23 & 26. This UCP process agreement is intended to reduce the procedural burdens on applicants; fulfill the requirements of paperwork reduction; and reduces confusion caused by multiple and potentially conflicting outcomes in certification decisions. Such criteria shall include but not be limited to on-site visit, personal interviews, licenses, analysis of stock ownership listing of equipment, analysis of stocks capacity, listing of work completed, resume of principal owners, financial capacity, and type of work preferred (where applicable). The national standard application will be used in accordance with the final rule.

The purpose of this UCP agreement is to identify reciprocal certification requirements of United States Department of Transportation (DOT) Regulation 49 CFR, Part 23 & 26. This UCP process agreement is intended to reduce the procedural burdens on applicants; fulfill the requirements of paperwork reduction; and reduces confusion caused by multiple and potentially conflicting outcomes in certification decisions. Such criteria shall include but not be limited to on-site visit, personal interviews, licenses, analysis of stock ownership, listing of equipment, analysis of stocks capacity, listing of work completed, resume of principal owners, financial capacity, and type of work preferred (where applicable). The national standard application will be used in accordance with the final rule

2012 U.S. NAICS Titles

NAICS is the North American Industry Classification System. Federal procuring agencies, since October 1, 2000, must use the proper NAICS codes and sized standards in their procurement solicitations. They will use the NAICS code that best describes the principal purpose of the product or service they intend to acquire. How do you find you NAICS code? NAICS Association Lookup up naics.com. Simply enter your product or service in the description area and then locate your business area. Below are some of the more commonly used codes in the DBE Directory:

238350	Carpentry Contractor
237130	Alternative Energy
237310	Highway, Street and Bridge Construction
237990	Other Heavy and Civil Engineering Construction
238110	Poured Concrete Foundation and Structure Contractors
238120	Structural Steel and Precast Concrete Contractors
238140	Masonry Contractors
238190	Other Foundation, Structure and Building Exterior Contractors
238210	Electrical Contractors and Other Wiring Installation Contractors
238220	Plumbing, Heating and Air-Conditioning Contractors
238320	Painting (except roof) Contractors
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
324121	Asphalt Paving Mixture & Block Manufacturing
331419	(Welding Services)
333249	Other Industrial Machinery Manufacturing
423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
424930	Flower, Nursery Stock and Florists' Supplies Merchant
444120	Used Car Dealers
444190	Other Building Material Dealers
454319	Other Fuel Dealers
483211	Inland Water Freight Transportation
484110	General Freight Trucking, Local
532412	(Heavy Equipment Rental)
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing
541310	Architectural Services
541320	Landscape Architectural Services
541330	Engineering Services
541611	Administrative Management & General Management Consulting Services
541618	Other Management Consulting Services
541720	Research & Development in the Social Sciences and Humanities
561110	Office Administrative Services
561612	Security Guard Services
561720	Janitorial Services
561730	Landscape Services
562111	Solid Waste Collection
562112	Hazardous Waste Collection
562998	All Other Miscellaneous Waste Management Services
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V.I. UCP Directory of DBE Firms

2N Corporation
58-4 Fortuna
*
P. O. Box 7404
St. Thomas, VI 00801
Phone: (340) 714-6444
Fax: (340) 777-7589
Mobile: (340) 643-3171
Email: epcarty@yahoo.net
Contact Person: Neil Carty, President
NAICS Code(s): 324121-ASPHALT PAVING MIXTURE & BLOCK MANUFACTURING
237310-HIGHWAY STREET AND BRIDGE CONSTRUCTION

A-9 Trucking Enterprises, Inc.
Estate Subbase
P. O. Box 2356
St. Thomas, VI 00803
Phone: (340) 776-1132
Fax: (340) 776-1131
Mobile: (340) 998-9539
Email: anineanytime@vipowernet.net
Contact Person: Jimez Ashby, President & Operations Manager
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL 562112 - HZRDS WST CLLCTN
532412 - HEAVY EQUIPMENT RENTAL 562111 - SOLID WASTE COLLECTION

A&J Cleaning Services, LLC
28 Mafolie Estate
*
P. O. Box 308215
St. Thomas, VI 00802
Phone: (340) 715-0234
Fax: None
Mobile: (340) 344-2174
Email: junneth2@gmail.com
Contact Person: Junnel Berry, Owner
NAICS Code(s): 561720 - JANITORIAL SERVICES

A&J Fencing
26 Mt. Pleasant
*
P. O. Box 10319
Kingshill, VI 00851
Phone: (340) 772-2541
Fax: (340) 772-2541
Other: (340) 690-5422
Email: None
Contact Person: Aloysius Jones, Owner
NAICS Code(s): 321999-FENCING, PREFABRICATED SECTIONS, WOOD MANUFACTURING
331222-CHAIN LINK FENCING, IRON OR STEEL
332618-CHAIN LINK FENCING AND FENCE GATES

A-Z General Contractors
182A Smithfield, F'sted
*
P. O. Box 2081
F'sted, VI 00841
Phone: (340) 719-7772
Fax: None
Other: (340) 277-8411
Email: eonco44@hotmail.com
Contact Person: Simeon Cobb, Owner
NAICS Code(s): 237310-HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Amedee's Dumptruck Service
#50 Williams Delight, F'sted
*
P. O. Box 1364, Kingshill
St. Croix, VI 00851
Phone: (340) 772-1858
Fax: None
Mobile: (340) 514-7541 (340) 513-9074
Email: None
Contact Person: Leon & Roger Amedee, Owners
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Apex Construction Co., Inc.
Estate Thomas 6-1
*
P. O. Box 305048
St. Thomas, VI 00803
Phone: (340) 776-5180
Fax: (340) 775-7276
Mobile: (340) 690-2518
Email: apex1@viaccess.net
Contact Person: Joseph Hodge, President
NAICS Code(s): 237310-HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Autorize, LLC
5964 Southland Dr.
*
5964 Southland Dr.
Stone Mountain, GA 30087
Phone: (770) 312-5815
Fax: (888) 475-1086
Mobile: None
Email: billuef@bellsouth.net
Contact Person: Frank Billue, President
NAICS Code(s): 424692 – OTHER CHEMICAL & ALLIED PRODUCTS MERCH. WHLSLRS

Ay-Ay Ancient Builders, LLC
RR2 11303 Container Port, Kingshill
*
P. O. Box 3343, Frederiksted
St. Croix, VI 00841-3343
Phone: (340) 772-0987
Fax: (340) 712-2384
Mobile: (340) 332-9144
Email: bmevi@yahoo.com
Contact Person: Peter A. Calixte, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Bakah Construction
#132 Clifton Hill, C'sted
*
P. O. Box 5439, Kingshill
St. Croix, VI 00851
Phone: (340) 779-3661
Fax: (340) 779-3661
Mobile: (340) 771-4661
Email: rougierselectric@yahoo.com
Contact Person: Benjamin T. Rougier, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Balbo Corporation
12BA-2 Frydendahl
*
P. O. Box 9435
St. Thomas, VI 00801
Phone: (340) 775-7918
Fax: (34) 714-7948
Mobile: (340) 513-2384
Email: balbocorp@aol.com
Contact Person: Gerard Castor, Sr., President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Bannis Trucking
10H Nadir
*
P. O. Box 1193
St. Thomas, VI 00804
Phone: (340) 779-1667 or (340) 642-2781
Fax: None
Mobile: None
Email: None
Contact Person: Ophelia Bannis, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Bengoa International, Inc.
#7 Peter's Rest Shopping Center, Suite 7, C'sted
*
P. O. Box 7150, Sunny Isle
St. Croix, USVI 00823
Phone: (340) 778-3404
Fax: (340) 719-6013
Mobile: (340) 513-3223
Email: edgarbengoa@gmail.com
Contact Person: Edgar L. Bengoa, President
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
238220 - PLUMBING, HEATING & AIR CONDITIONING CONTRACTS

Big Lee Repair & Tile Co.
103 ABC Smith Bay
*
P. O. Box 9681
St. Thomas, VI 00801
Phone: (340) 775-7797
Fax: (340) 775-3590
Mobile: None
Email: None
Contact Person: Leroy Gordon, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Billue and Associates International, LLC
5964 Southland Dr.
*
5964 Southland Dr.
Stone Mountain, GA 30087
Phone: (770) 312-5815
Fax: (888) 475-1086
Mobile: None
Email: billuef@bellsouth.net
Contact Person: Frank Billue, President
NAICS Code(s): 541611 – ADMIN. MNGMNT. & GEN MNGMNT. CONSULTING SERVICES

Brockington & Associates, Inc.
6611 Bay Circle
*
6611 Bay Circle, Suite 220
Norcross, GA 30071
Phone: (770) 662-5807
Fax: (770) 662-5824
Mobile: (678) 638-4124
Email: andrewscarr@hotmail.com
Contact Person: Andrew Scarr, Operations Coordinator
NAICS Code(s): 541720 – Research & Development in the Social Sciences and Humanities

Brothers Construction, Inc.
30 Estate Cottage, C'sted
*
P. O. Box 194, Kingshill
St. Croix, VI 00851
Phone: (340) 778-5052
Fax: (340) 778-6625
Mobile: (340) 690-2959
Email: cromwell@islands.vi.com
Contact Person: Errol Cromwell, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Bruney's Incorporated dba Precise Builders
394 - 313 Hidden Valley
*
P. O. Box 6828
St. Thomas, VI 00804
Phone: (340) 775-2063
Fax: (340) 775-2063
Mobile: (340) 771-2378
Email: abruney@hotmail.com precisebuilders@hotmail.com
Contact Person: Alex Bruney, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS
561730-LANDSCAPING SERVICE 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Bryan Chick Construction Services (BCCS)
2BA-4 West Caret Bay
*
2BA-4 West Caret Bay
St. Thomas, VI 00802
Phone: (340) 775-4957
Fax: (340) 775-3056
Mobile: (340) 690-0909
Email: bccs@viaccess.net
Contact Person: Glenda Singh, Managing Partner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
561730 - LANDSCAPING SERVICE

Bryan's Plants & Garden Supplies, Inc.
7945 Estate Dorothea
*
7945 Estate Dorothea
St. Thomas, VI 00802
Phone: (340) 774-1136
Fax: (340) 774-1138
Mobile: (340) 513-1243
Email: bryansplants@hotmail.com
Contact Person: Jackie Newburger, President
NAICS Code(s): 444210 - LAWN & GARDEN EQUIPMENT & SUPPLIES STORE
453998 - FLOWER SHOPS, ARTIFICIAL OR DRIED

CAP Engineering, LLC
164 Union Mt. Washington, C'sted
*
5002 Est. Tipperary, C'sted
St. Croix, VI 00820
Phone: None
Fax: None
Mobile: (340) 277-0810
Email: pascalc@capengineeringllc.com Website: www.capengineeringllc.com
Contact Person: Cara A. Pascal, Managing Member
NAICS Code(s): 541330 – ENGINEERING SERVICES

CMMC Trucking & Transportation
Estate Nadir #33130
*
P. O. Box 11614
St. Thomas, VI 00801
Phone: (340) 775-4888 or (340) 776-8311 ext 1050
Fax: (340) 714-6315
Mobile: (340) 513-1536
Email: sweetccb@yahoo.com clbrewley@srmedicalcenter.org
Contact Person: Carolyn C. Brewley, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Carino's Trucking & Water Supply, Inc.
#13 W Estate Bethlehem, F'sted
*
P. O. Box 2694, F'sted
St. Croix, VI 00841
Phone: (340) 778-3113
Fax: (340) 778-3226
Mobile: (340) 643-0588
Email: None
Contact Person: Anastacio Carino, President
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
532412-HEAVY EQUIPMENT RENTAL
238910-SITE PREPARATION CONTRACTORS

Charles Electrical Services, LLC.
18B-2 Lindberg Bay
*
P. O. Box 9624
St. Thomas, VI 00801
Phone: (340) 714-8066
Fax: (340) 714-8066
Mobile: (340) 998-8066
Email: charles@charleselectric.vi Website: www.charleselectricvi.com
Contact Person: Charles N. King, Jr., Owner
NAICS Code(s): 238210 - ELECTRICAL CONTRACTOR

Charles N. King, Jr.
6GA Peter's Rest, C'sted
*
P. O. Box 1138. C'sted
St. Croix, VI 00821
Phone: (340) 773-9525
Fax: (340) 773-3267
Mobile: (340) 643-9525
Email: deltaele@viaccess.net
Contact Person: Charles N. King, Jr., Owner
NAICS Code(s): 238210 - ELECTRICAL CONTRACTOR

Chitolie's Trucking Service
#2 & #4 Casava Gardens, C'sted
*
P O. Box 2738, Kingshill
St. Croix, VI 00851
Phone: (340) 719-9378
Fax: (340) 719-9378
Mobile: (340) 332-1555
Email: chitolietrucking@yahoo.com
Contact Person: Allan G. Chitolie, Owner
NAICS Code(s): 238910-SITE PREPARATION CONTRACTORS
454319 - OTHER FUEL DEALERS
532412 - HEAVY EQUIPMENT SERVICE RENTAL
484110 - GENERAL FREIGHT TRUCKING, LOCAL

Clean Stream Environmental Consulting, LLC,
17-3 Estate St. Peters
*
17-3 Estate St. Peters
St. Thomas, VI 00802
Phone: (206) 819-9908
Fax: (206) 367-2544
Other: None
Email: marystiehler@cleanstreamenviro.com Website: www.cleanstreamenviro.com
Contact Person: Mary Stiehler, Principle Geologist
NAICS Code(s): 541620 – ENVIRONMENTAL CONSULTING SERVICES

Commercial Security Services, Ltd. Inc.
70B Sub Base
*
P. O. Box 306840
St. Thomas, VI 00803
Phone: (340) 774-5000
Fax: (340) 774-3809
Other: (340) 718-4100
Email: css@islands.vi
Contact Person: Cheryl Brown, President
NAICS Code(s): 561612 - SECURITY GUARD SERVICES
541618 - OTHER MANAGEMENT CONSULTING SERVICES

Cool Signs, LLC
6100 Red Hook
*
6100 Red Hook Qtr C2-1
St. Thomas, VI 00802
Phone: (340) 775-0549
Fax: (340) 775-7152
Mobile: (340) 643-4459
Email: info@coolsignsvi.com
Contact Person: Jill Farley, Owner
NAICS Code(s): 541430 - GRAPHIC DESIGN SERVICE

Countryside Development, Inc. (dba Fergutrax Heavy Equipment)
#130 Grove Place, F'sted
*
P. O. Box 696, Kingshill
St. Thomas, VI 00851
Phone: (340) 692-6045
Fax: (340) 778-4206
Mobile: (340) 690-9392
Email: tach68@hotmail.com
Contact Person: Dwayne Fergus, President
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREPARATION CONTRACTOR

D&B Trucking, LLC
35-I Whim
*
P O. Box 3498, F'sted
St. Croix, VI 00841
Phone: (340) 277-6892
Fax: None
Mobile: (340) 277-4646
Email: sheneba@msn.com
Contact Person: Dave Edwards, Sr., Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

DBE Consulting, LLC
3352 Oak Dr., Rockdale
*
2345 Wellborn Hills Ct.
Lithonia, Delcalk, GA 30058
Phone: (404) 966-3575
Fax: None
Mobile: None
Email: kimconsulting@gmail.com
Contact Person: Kimberly Griffin, CEO
NAICS Code(s): 541611 – ADMIN. MNGMNT. & GEN. MNGMNT. CONSULTING SERVICES

DMC Construction, Inc.
#35 King Street, C'sted
*
P. O. Box 503, Kingshill
St. Croix, VI 00851
Phone: (340) 719-0797 or (340) 692-5905
Fax: (340) 719-0797
Mobile: (340) 643-4649
Email: None
Contact Person: Masford Christmas, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDE CONSTRUCTION

Delta Electric & Construction Company, Inc.
#6-GB Peter's Rest, C'sted
*
P. O. Box 1138, C'sted
St. Croix, VI 00821
Phone: (340) 773-9525
Fax: (340) 773-3267
Mobile: (340) 643-9525
Email: deltaele@viaccess.net
Contact Person: Charles N. King, Jr. President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238210 - ELECTRICAL CONTRACTORS

ECTAB Services
8AA Estate Cottage
*
P. O. Box 5672, C'sted
St. Croix, VI 00823
Phone: (340) 773-6966
Fax: (340) 773-6966
Mobile: (340) 643-0548
Email: None
Contact Person: Eusebio Christian, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS
484110 - GENERAL FREIGHT TRUCKING, LOCAL

Eagle Construction
2A New Street
*
P. O. Box 8650, C'sted
St. Croix, VI 00823
Phone: None
Fax: None
Mobile: (340) 227-2293
Email: None
Contact Person: Eduardo Martin Sr., owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Eleven Construction, LLC
10C Estate Cottage, C'sted
*
10C Estate Cottage, C'sted
St. Croix, VI 00820
Phone: (340) 713-1100
Fax: (340) 718-8061
Mobile: (323) 229-7862
Email: patrick.vivot@gmail.com
Contact Person: Patrick Vivot, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Eric's Construction
24-1 Estate Hope
*
P. O. Box 306693
St. Thomas, VI 00803-6693
Phone: (340) 777-9875 or (340) 776-2801
Fax: (340) 777-9875
Mobile: None
Email: None
Contact Person: Eric LeBlanc, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Family Trucking
Subbase 21
*
P. O. Box 11863
St. Thomas, VI 00801
Phone: None
Fax: (340) 777-8320
Mobile: (340) 690-2819
Email: familytruckingvi@hotmail.com
Contact Person: Roger Green, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
561730 - LANDSCAPING SERVICES

First Rate Painting & Maintenance
Plot 90 Williams Delight
*
P. O. Box 5067, Kingshill
St. Croix, VI 00851
Phone: (340) 773-0444
Fax: None
Mobile: (340) 227-1357
Email: None
Contact Person: Marco Blackman, Owner
NAICS Code(s): 235320 - PAINTING (EXCEPT ROOF) CONTRACTORS

Fleming Trucking
#148-141 Est. Tutu
*
#148-141 Est. Tutu
St. Thomas, VI 00802
Phone: (340) 775-9420
Fax: (340) 775-9420
Mobile: (340) 690-4361
Email: roydefleming@hotmail.com
Contact Person: Geoffrey R. Fleming, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Fortress Electrical Corp.
114 Sub Base
*
P. O. Box 10188
St. Thomas, VI 00801
Phone: (340) 776-2962
Fax: (340) 776-0042
Mobile: None
Email: None
Contact Person: Audain Brown, President
NAICS Code(s): 238210 - ELECTRICAL CONTRACTORS

Four Star Construction, LLC
#1 44 Contant
*
P. O. Box 301792
St. Thomas, VI 00803
Phone: (340) 777-3911 or (340) 776-7744
Fax: None
Mobile: (340) 690-2118
Email: fourstarconstruction4@yahoo.com
Contact Person: Roystin David, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Francis #1 Masonry Service
50-A-2 Estate Lindberg Bay St.
*
P. O. Box 503295
St. Thomas, VI 00805
Phone: (340) 775-9925
Fax: None
Mobile: (340) 626-8361
Email: None
Contact Person: Ferdinand Francis, owner
NAICS Code(s): 238140 - MASONRY CONTRACTOR

Galaxy Trucking
#351 Mount Pleasant, F'sted
*
P. O. Box 2867, Kingshill
St. Croix, VI 00851
Phone: (340) 718-6616
Fax: None
Mobile: (340) 513-2520
Email: None
Contact Person: Mikey Joseph, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Grade-All Heavy Equipment, Inc.
#33 Sub Base
*
8168 Crown Bay marina, Suite 310 PMB 373
St. Thomas, VI 00802
Phone: (340) 776-3355
Fax: (340) 774-1300
Mobile: (340) 513-1275
Email: encastro@gradeall.com
Contact Person: Eric Castro, President
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL

Great Grounds Enterprises
#2 Estate Wintberg
*
P. O. Box 9073
St. Thomas, VI 00801
Phone: (340) 775-2220
Fax: None
Mobile: None
Email: ottley@viaccess.net
Contact Person: Anthony Ottley, Owner
NAICS Code(s): 561730 - LANDSCAPE SERVICES

Hammerhead Construction, LLC
1B Gasverks Gade
*
6100 Leeward Way #14
St. Thomas, VI 00802
Phone: (340) 244-4844
Fax: None
Mobile: None
Email: None
Contact Person: Stephen Rivera, Owner
NAICS Code(s): 238350 - CARPENTRY CONTRACTORS
238140 - MASONRY CONTRACTOR
238320 – PAINT CONTRACTOR
331419 – INSTALLATION OF FENCES
561730 – LANDSCAPING SERVICES

Heights Construction
489 Frangipani, C'sted
*
P. O. Box 1818, Kingshill
St. Croix, VI 00851
Phone: (340) 779-3763
Fax: (340) 779-3381
Mobile: (340) 513-3051
Email: julswanston@yahoo.com
Contact Person: Elroy Swanston, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Huggins Trucking
19-2-51 Smith Bay
*
P. O. Box 11341
St. Thomas, VI 00801
Phone: (340) 715-1099
Fax: (340) 7796920
Mobile: (340) 643-5696
Email: None
Contact Person: Reynold L. Huggins, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Hunt Trucking
#223 Estate Cottage, F'sted
*
P. O. Box 5362, Kingshill
St. Croix, VI 00851
Phone: (340) 692-0043
Fax: (340) 692-0043
Mobile: (340) 690-2908
Email: None
Contact Person: John Hunt, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Instrument & Control Systems, Inc.
109 Estate Castle Coakley
*
P. O. Box 1860, Kingshill
St. Croix, VI 00851
Phone: (340) 778-7475
Fax: (340) 778-7823
Mobile: None
Email: ldiaz@icsvi.com
Contact Person: Leonard Diaz, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238210 - ELECTRICAL CONTRACTORS

JLR Construction & Maintenance, Inc.
15-A Lubdberg Bay
*
105H Whim, F'sted
St. Croix, VI 00840
Phone: (340) 778-0047
Fax: (340) 778-0047
Mobile: (340) 344-1966
Email: jlrcomaint@viaccess.net
Contact Person: Jose L. Rodriquez, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

JNO's Construction & Maintenance
#97 Mon Bijou, C'sted
*
P. O. Box 4588, Kingshill
St. Croix, VI 00851
Phone: (340) 778-0127
Fax: (340) 779-3535
Mobile: (340) 226-6026
Email: None
Contact Person: Mervyn George, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

JRL Heavy Equipment
#6D Upper Love, F'sted
*
P. O. Box 4275, Kingshill
St. Croix, VI 00851
Phone: (340) 692-6025
Fax: None
Mobile: (340) 642-0219
Email: None
Contact Person: Joseph Lestrade, Owner
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
484110 - GENERAL FREIGHT TRUCKING, LOCAL

Jeremiah Felicien (dba Felicien Trucking)
195 Estate St. Georges, F'sted
*
P. O. Box 5272, Kingshill
St. Croix, VI 00851
Phone: None
Fax: None
Mobile: None
Email: None
Contact Person: Jeremiah Felicien, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Jerome R. Matthews formerly Billy & Jerome Matthews Construction
125C & BD Estate Whim, F'sted
*
P. O. Box 5218, Kingshill
St. Croix, VI 00851
Phone: (340) 692-5638
Fax: (340) 692-5638
Mobile: (340) 474-9699
Email: None
Contact Person: Jerome Matthews, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238220 – PLUMBING, HEATING & AIR CONDITIONING CONTRACTORS
561730 – LANDSCAPING SERVICES

Joe's Carpentry
128 Estate Ruby, C'sted
*
PO Box 7381, C'sted
St. Croix, VI 00823
Phone: (340) 719-8890
Fax: None
Mobile: (340) 227-5790
Email: rwsylvesterj@hotmail.com
Contact Person: Roosevelt S. Joseph, Owner
NAICs Code(s): 238350 – CARPENTR Y CONTRACTORS

LA Vega Enterprise, LLC
355 Estate Wintberg
*
P. O. Box 8046
St. Thomas, VI 00801
Phone: None
Fax: None
Mobile: (340) 513-7331
Email: None
Contact Person: Alexandra Carmona, Owner
NAICS Code(s): 238350 - CARPENTRY CONTRACTORS 532412 - HEAVY EQUIPMENT RENTAL
238140 - MASONRY CONTRACTOR 484110 - GENERAL FREIGHT TRUCKING, LOCAL
562111 – SOLID WASTE COLLECTION

LA View, LLC dba Asencios Construction
14A Nore Gade
*
P. O. Box 379
St. Thomas, VI 00802
Phone: (340) 774-0888
Fax: (770) 234-4271
Mobile: (340) 643-4739
Email: infor@ascenciosconstruction.com
Contact Person: Helen E. Lupo, Interior Designer
NAICS Code(s): 238350 - CARPENTRY CONTRACTORS
238140 - MASONRY CONTRACTOR
238320 - PAINTING CONTRACTORS

LB Construction
46-7 Estate Frydenhoj
*
P. O. Box 301932
St. Thomas, VI 00803
Phone: (340) 775-6782
Fax: (340) 715-3697
Mobile: None
Email: None
Contact Person: Ludence Turnbull, Owner
NAICS Code(s): 237310 -HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Labour Construction
2105 Bonne Esperance
*
2105 Bonne Esperance
St. Thomas, VI 00802
Phone: (340) 715-0085
Fax: None
Mobile: None
Email: None
Contact Person: Ericson Revan, Owner
NAICS Code(s): 237310 -HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Lake's Trucking, Equipment Rental & Road Striping
16AJ Estate Calquohoun, F'sted
*
P. O. Box 465, Kingshill
St. Croix, VI 00851
Phone: (340) 778-1422
Fax: (340) 778-1422
Mobile: (340) 626-3314 or (340) 626-3312
Email: lakesheavyequipment@yahoo.com
Contact Person: George E. Lake, Sr., Owner
NAICS Code(s): 238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS
238910 - SITE PREPARATION CONTRACTOR
484110 - GENERAL FREIGHT TRUCKING, LOCAL
532412 - HEAVY EQUIPMENT RENTAL

Laurencin Backhoe & Towing Service
#19 Estate Plessen, F'sted
*
P. O. Box 6745, C'sted
St. Croix, VI 00823
Phone: (340) 772-3364
Fax: None
Mobile: (340) 473-8264
Email: None
Contact Person: Laurence Laurencin, Owner
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
488410 - MOTOR VEHICLE TOWING

Lucien George Construction
#173C-82 Anna's Retreat
*
P. O. Box 10005
St. Thomas, VI 00801
Phone: None
Fax: None
Mobile: (340) 998-3869
Email: None
Contact Person: Lucien George, Owner
NAICS Code(s): 238140 – MASONRY CONTRACTOR

M & M Supply Co., Inc.
#13 Crown Bay
*
P. O. Box 55
St. Thomas, VI 00804
Phone: (340) 776-2953
Fax: (340) 776-5344
Mobile: (340) 690-9836
Email: mmsupplyco@yahoo.com
Contact Person: Mervin Fleming, Owner
NAICS Code(s): 424690 - OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANTS WHOLESALERS

M3COM, LLC
#210 Strand Street, F'sted
*
#210 Strand Street, Ste. 1, F'sted
St. Croix, VI 00840
Phone: (340) 244-7770
Fax: (703) 7269277
Mobile: (703) 264-1700
Email: freitas@m3comva.com
Contact Person: Jeffery Freitas, Co-Owner
NAICS Code(s): 517911 – TELECOMMUNICATIONS RESELLERS

Marco St. Croix, Inc.
222 & 223, Kingshill
*
P. O. Box 5678, C'sted
St. Croix, VI 00823
Phone: (340) 778-1035
Fax: (340) 719-0580
Mobile: (340) 771-7000
Email: marcostcroix@gmail.com
Contact Person: Shawn Baptiste, President
NAICS Code(s): 483211 - INLAND WATER FREIGHT TRANSPORTATION
484110 - GENERAL FREIGHT TRUCKING, LOCAL
532412 - HEAVY EQUIPMENT RENTAL
561730 - LANDSCAPING SERVICES
562111 - SOLID WASTE COLLECTION
238910 – SITE PREPARATION CONTRACTORS

Master Pavement Line Corporation
Complejo Industrial Maria L. Arcelay, Mayaguez
*
P. O. Box 6534
Mayaguez, PR 00681
Phone: (787) 254-5463
Fax: (787) 255-5463
Mobile: (787) 646-1841
Email: masterpavementline@hotmail.com
Contact Person: Carlos D. Acosta Martin, President
NAICS Code(s): 238990 - ALL OTHER SPECIALTY TRADE CONTRACTOR

Mickey's Construction
#134 Clifton Hill, C'sted
*
P. O. Box 4113, Kingshill
St. Croix, VI 00851
Phone: (340) 773-8379
Fax: (340) 778-1100
Mobile: (340) 643-5576
Email: None
Contact Person: Elrose Richards, Owner
NAICS Code(s): 237310 -HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Mirko M. Restovic (dba Restovic Engineering)
#10 Estate Turner Hole, C'sted
*
4069 Judith Fancy, C'sted
St. Croix, VI 00820
Phone: None
Fax: (208) 361-3101
Mobile: (340) 332-2937 or (340) 227-7854
Email: mmrestovic@gmail.com
Contact Person: Mirko M. Restovic, President
NAICS Code(s): 541330 - ENGINEERING SERVICES

Mo Mulching, LLC
4I Catherine's Rest, C'sted
*
P.O. Box 9041 Catherine's Rest, C'sted
St. Croix, VI 00820
Phone: None
Fax: None
Mobile: (340) 513-3015
Email: emaynard340@gmail.com
Contact Person: Ellerton Maynard, Owner/Managing Member
NAICS Code(s): 541320 – Landscape Architectural Services

Moses Equipment
#38 Cottage, C'sted
*
P.O. Box 2612, F'sted
St. Croix, VI 00841
Phone: (340) 513-4181
Fax: None
Mobile: (340) 643-0104
Email: mosesequip@gmail.com
Contact Person: Melvyn Moses, Owner
NAICS Code(s): 5324132 – HEAVY EQUIPMENT RENTAL

NR Electric
4100 Sion Farm, Suite #3, C'sted
*
P. O. Box 1779, Kingshill
St. Croix, VI 00851
Phone: (340) 773-4266 or (340) 719-3031
Fax: (340) 719-5890
Mobile: (340) 514-7122
Email: nrelectric@hotmail.com
Contact Person: Neil Ruan, Owner
NAICS Code(s): 238210 - ELECTRICAL CONTRACTORS

NAITHRAM Ragbir (dba Ragbir Trucking)
#75 Peter's Rest, C'sted
*
#75 Peter's Rest, C'sted
St. Croix, VI 00820
Phone: (340) 773-6496
Fax: None
Mobile: None
Email: None
Contact Person: Naithram Ragibir, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Navarro Landscaping & Yard Maintenance
#22 Estate Calquohoun, C'sted
*
P. O. Box 496, Kingshill
St. Croix, VI 00851
Phone: (340) 778-9180
Fax: None
Mobile: (340) 643-3035
Email: None
Contact Person: Francisco Navarro, Owner
NAICS Code(s): 561730 - LANDSCAPE SERVICES

Neon Construction, Inc.
22 - 30 Estate Contant
*
P. O. Box 11063
St. Thomas, VI 00801
Phone: (340) 776-8833
Fax: (340) 714-1875
Mobile: (340) 344-6692
Email: None
Contact Person: Pedrito L. George, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Netwave Unlimited Services, LLC
#112 Estate Ruby, C'sted
*
P. O. Box 6645, C'sted
St. Croix, VI 00823-6645
Phone: (340) 513-9338
Fax: None
Mobile: (340) 514-0956
Email: ltorres@netwaveunlimited.com Web: www.netwaveservices.com
Contact Person: Luis R. Torres, Director of Operations
NAICS Code(s): 238210 – ELECTRICAL CONTRACTORS & OTHER WIRING INSTALLATION CONTRACTORS

New Wave Development, LLC
#89 Peters Rest, C'sted
*
P. O. Box 5529, C'sted
St. Croix, VI 00820
Phone: (340) 778-9283
Fax: (340) 778-8741
Mobile: (340) 244-7012
Email: newwavedevelopment@gmail.com
Contact Person: Jayson Cintron, General Manager
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
541320 - LANDSCAPE ARCHITECTURAL SERVICES

Nico's Landscaping & Trucking
13GA Estate Bethlehem
*
P. O. Box 2147, F'sted
St. Croix, VI 00841
Phone: None
Fax: None
Mobile: (954) 501-5543
Email: nicostrucking@gmail.com
Contact Person: Nicodemus Felicien, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
541320 - LANDSCAPE ARCHITECTURAL SERVICES

Northwest Construction & Maintenance, Inc.
2D La Grande Princesse
*
P. O. Box 2017, Kingshill
St. Croix, VI 00851
Phone: (340) 718-5007
Fax: (340) 718-5887
Mobile: (340) 643-0501
Email: dove008@yahoo.com
Contact Person: Curtis Prevost, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
236118 – RESIDENTIAL REMODELERS 532412 – HEAVY EQUIP. RENTAL

ORTALIS PROPERTIES, LLC
3004 Estate Altona
*
3004 Estate Altona, Ste. 12
St. Thomas, VI 00802
Phone: (340) 774-4056
Fax: (340) 774-3336
Mobile: (340) 344-5234
Email: bizoffice@ortalisproperties.com
Contact Person: Marian Prescod, Managing Director
NAICS Code(s): 327999 – ALL OTHER MISCELLANEOUS NONMETALLIC MINERAL PRODUCT MNFCT.

Paradise Waste, Inc. (dba GT Trucking & Car Sales)
#129 Castle Coakley, C'sted
*
P. O. Box 302, C'sted
St. Croix, VI 00821
Phone: (340) 778-6090
Fax: (340) 778-7700
Mobile: (340) 626-6399
Email: viwaste@yahoo.com
Contact Person: Gary Thomas, President
NAICS Code(s): 441120 - USED CAR SALES 484110 - GENERAL FREIGHT TRUCKING, LOCAL
562111 - SOLID WASTE COLLECTION
541320 - LANDSCAPE ARCHITECTURAL SERVICE
811310- COMMERCIAL & INDUSTRIAL MACHINERY & EQUIP. REPAIR & MAINT.

Paris Dump Truck Service, LLC
#5GA Pastory
*
P. O. Box 1594
St. John, VI 00831
Phone: (340) 774-0725
Fax: (340) 774-0725
Mobile: (340) 690-5405 or (340) 642-3018
Email: parisvi@powernet.net
Contact Person: Alrich Paris, President
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Parson's Landscaping & Lawn Care
232 B Estate Glynn
*
P. O. Box 841, Kingshill
St. Croix, VI 00851
Phone: (340) 719-6085
Fax: None
Mobile: (340) 998-0160
Email: johnparsonslandscaping@gmail.com
Contact Person: Lestor Parsons, Owner
NAICS Code(s): 238350 – FINISH CARPENTRY CONTRACTOR 561720 – JANITORIAL SERVICES
236118 – RESIDENTIAL REMODELERS 561730 – LANDSCAPING SERVICES
238320 – PAINTING AND WALL COVERING CONTRACTORS

Patrick Charles Enterprises, Inc.
#124 Sub Base
*
P. O. Box 308358
St. Thomas, VI 00803
Phone: (340) 774-4539 or (340) 777-9919
Fax: (340) 777-4987
Mobile: (340) 690-0984
Email: bobby123@island.vi
Contact Person: Patrick Charles, President
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL 324121 -ASPHALT PAVING
541330 -ENGINEERING SERVICES 561730 -LANDSCAPING SERVICES
238910 - SITE PREPARATION CONTRACTOR 532412 - HEAVY EQUIPMENT RENTAL

Patrick Senhouse (dba Patrick Senhouse Trucking)
#3A3 Estate Calquohoun, F'sted
*
P. O. Box 7045, C'sted
St. Croix, VI 00823
Phone: (340) 719-1420
Fax: None
Mobile: (340) 690-4163
Email: psenhouse@yahoo.com
Contact Person: Patrick Senhouse, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Peters Electric
#14 Frydendahl
*
P. O. Box 597
St. Thomas, VI 00804
Phone: None
Fax: None
Mobile: (340) 771-3867
Email: None
Contact Person: Cardinal Peters, Owner
NAICS Code(s): 238210 - ELECTRICAL CONTRACTORS AND OTHER WIRE INST. CONTRACTOR

Peter Gilles (dba Original Trucking)
#149 Estate St. Georges, F'sted
*
P. O. Box 2588, F'sted
St. Croix, VI 0040
Phone: (340) 719-2125
Fax: None
Mobile: (3400 332-7544 or (340) 771-8063
Email: original34@hotmail.com
Contact Person: Gilles Peter, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Philadelphia Suppliers, Inc.
1704 Commenrce Dr.
*
100 Captains Row #203
Chelsea, MA 02150
Phone: (800) 742-6550
Fax: (800) 742-0407
Mobile: None
Email: philysuppliers@earthlink.net
Contact Person: Karen Alexander, President
NAICS Code(s): 238120-STRUCTURAL STEEL & PRECAST CONCRETE CONTRACTORS

Plant Depot, Inc.
26 Charlotte Amalie
*
P. O. Box 503087
St. Thomas, VI 00805
Phone: (340) 775-6668
Fax: (340) 775-6667
Mobile: (340) 998-8746
Email: nchapmanvi@yahoo.com
Contact Person: James Templeton, President
NAICS Code(s): 561730 - LANDSCAPING SERVICES
424930 - FLOWER NURSERY STOCK AND FLORISTS SUPPIES MERCHANT

Powell Construction
106 Anna's Fancy
*
P. O. Box 773
St. Thomas, VI 00802
Phone: (340) 774-2649
Fax: None
Mobile: (340) 244-6900
Email: None
Contact Person: Leborne Powell, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

REG Services, LLC
8D Estate Cottage
*
P.O. Box 1931
Kingshill, VI 00851
Phone: (340) 227-6797
Fax: None
Mobile: None
Email: robertgoerger@sbcglobal.net
Contact Person: Robert Goerger, President
NAICS Code(s): 492210 – MESSENGER SERVICES

RENDCO, Inc.
#1408 Fourth Street
*
#1408 Fourth Street
St. Thomas, VI 00802
Phone: (340) 777-9394
Fax: (340) 776-0439
Mobile: (340) 771-1728
Email: None
Contact Person: Philbert Edwards, President
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL 238910 - SITE PREPARATION CONTRACTOR

Rawlins Heavy Equipment, Inc.
143A-32 Anna's Retreat
*
P. O. Box 7452
St. Thomas, VI 00801
Phone: (340) 775-1011
Fax: (340) 775-1011
Mobile: None
Email: None
Contact Person: Casper Rawlins, President
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL 238910 - SITE PREP CONT

RAYCON MECHNICAL, LLC
#8D Estate Cottage
*
P. O. Box 600, Kingshill
St. Croix, VI 00851
Phone: (340) 719-2645
Fax: (340) 719-2640
Mobile: None
Email: raycon20@hotmail.com
Contact Person: Eris Walker, CEO
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238210 - ELECTRICAL CONTRACTOR 562122 - HAZARDOUS WASTE COLLECTION
561730 - LANDSCAPING SERVICES
811412 - APPLIANCE REPAIR AND MAINTENANCE
562998 - ALL OTHER MISCELLANEOUS WASTE MANAGEMENT SERVICES

Retep Masonry
#40D Estae Whim, F'sted
*
P. O. Box 2226, Kingshill
St. Croix, VI 00851
Phone: (340) 778-3154
Fax: (340) 778-3154
Mobile: (340) 626-8846
Email: None
Contact Person: Peter Joseph, Owner
NAICS Code(s): 238140 - MASONRY CONTRACTOR

Ri-Tech Construction, LLC
#148-30 Estate Tutu
*
P. O. Box 307056
St. Thomas, VI 00803
Phone: (340) 201-1736
Fax: None
Mobile: None
Email: None
Contact Person: Vernon Caracciolo, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Riley Electric, LLC
#2-3E Estate Bovoni
*
P. O. Box 302906
St. Thomas, VI 00803
Phone: (340) 777-4539
Fax: (340) 779-4539
Mobile: (340) 643-1498
Email: rileyelectric@yahoo.com
Contact Person: Augustus Riley, President
NAICS Code(s): 238210 - ELECTRICAL CONTRACTOR

Ronald A. Marie
#9 Clifton Hill
*
P. O. Box 5183, C'sted
St. Croix, USVI 00823
Phone: (340) 778-1002
Fax: None
Mobile: (340) 227-4484
Email: None
Contact Person: Ronald A. Marie, Owner
NAICS Code(s): 235510 - CARPENTRY CONTRACTOR

Roses Construction Co.
#238 Anna's Retreat
*
P. O. Box 9554
St. Thomas, VI 00801
Phone: (340) 775-1527
Fax: None
Mobile: (340) 626-4555
Email: None
Contact Person: Hilroy Joseph, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Rougier's Electric
#132 Clifton Hill
*
P. O. Box 5439, Kingshill
St. Croix, USVI 00851
Phone: (340) 779-366
Fax: (340) 779-3661
Mobile: (340) 642-4649
Email: rougierselectric@yahoo.com
Contact Person: Benjamin T. Rougier, Owner
NAICS Code(s): 238210 - ELECTRICAL CONTRACTOR

Ruler's Equipment & Construction
B12-13 Bovoni
*
P. O. Box 8895
St. Thomas, VI 00801
Phone: (340) 774-9319
Fax: None
Mobile: (340) 642-6925
Email: None
Contact Person: Edmund Charles, Owner
NAICS Code(s): 532490 – HEAVY EQUIPMENT RENTAL

Rumina Construction Mgmt. (formerly Franklyn Victor Maint.)
#290 Hospital Ground
*
P. O. Box 308034
St. Thomas, VI 00803
Phone: (340) 514-2788
Fax: None
Mobile: None
Email: None
Contact Person: Franklyn Victor, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

SF General Maintenance Services, LLC
#114 Estate Humbug, C'sted
*
P. O. Box 1036, C'sted
St. Croix, VI 00821
Phone: (340) 773-1656
Fax: (340) 773-1656
Mobile: (340) 690-3360
Email: sinclair3360@yahoo.com
Contact Person: Sinclair Fleming, Owner/Manager
NAICS Code(s): 238320 – PAINTING AND WALL COVERING CONTRACTORS
561720 – JANITORIAL SERVICES 561730 – LANDSCAPING SERVICE

SLX INFRASTRUCTURE, LLC
1039 Bell Street
*
1039 Bell Street
Toms River, NJ 08753
Phone: (732) 801-4909
Fax: (732) 377-8612
Mobile: NONE
Email: bgrant@slxinf.com Website: www.slxinf.com
Contact Person: Brian Grant, Principal
NAICS Code(s): 423320 – BRICK, STONE AND RELATED CONSTR. MTRL. MRCHT. WHLSLS.
423390 – OTHER CONST MTRL MRCHT 541310 – ARCHITECHURAL, ENGINEERING & RLTD SVCS
541330 – ENGINEERING SVCS. 541360 – GEOPHYSICAL SRVYNG & MPPNG SVCS

Shadows AS, LLC
162 Subbase
*
P. O. Box 303115
St. Thomas, VI 00803
Phone: (340) 777-5638
Fax: (340) 888-633-7557
Mobile: (340) 998-7565
Email: shadowsvi@hotmail.com
Contact Person: Arun Keshap, Owner
NAICS Code(s): 333249 - OTHER INDUSTRIAL MACHINERY MANUFACTURING

Shel's Trucking & Delivery
394 - 258 Anna's Retreat
*
P. O. Box 12193
St. Thomas, VI 00801
Phone: (340) 775-0643 or (340) 776-7760
Fax: None
Mobile: None
Email: None
Contact Person: Sheldon Benjamin, Sr., Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Skenny Landscaping & Maintenance Services
660-41 Strawberry Hill, C'sted
*
P. O. Box 2955, F'sted
St. Croix, VI 00841
Phone: (340) 778-1877
Fax: None
Mobile: (340) 277-4893
Email: miss_sylvester@yahoo.com
Contact Person: Skenny David Sylvester, Owner
NAICS Code(s): 541320 - LANDSCAPE ARCHITECTURAL SERVICES

Stone Masonry, LLC
30 Susannaberg #17A
*
5000 Estate Enighed PMB 20
St. Thomas, VI 008030
Phone: (340) 774-0442
Fax: (340) 774-0442
Mobile: (340) 690-9524
Email: brentsquires@gmail.com
Contact Person: Brent Squires, President
NAICS Code(s): 238140 - MASONRY CONTRACTORS

TR Quality Construction & Development, LLC
28 Contant
*
P. O. Box 722
St. Thomas, VI 00804
Phone:
Fax:
Mobile: (340) 201-8856
Email: trqualityconstruction@hotmail.com
Contact Person: Trevor Ryan, President
NAICS Code(s): 238140 - MASONRY CONTRACTORS

T. Willie Rental
14-R 3&4 Estate Thomas
*
P. O. Box 3564
St. Thomas, VI 00803
Phone: (340) 774-9643
Fax: None
Mobile: (340) 344-3265
Email: None
Contact Person: Thomas Willie, Owner
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL

Tang How Brothers, Inc.
#24-25 Estate Cottage, C'sted
P. O. Box 6209, Sunny Isles
St. Croix, VI 00823
Phone: (340) 778-8428
Fax: (340) 778-6670
Mobile: (340) 277-3726
Email: thbinc@viaccess.net Web: www.tanghow.com
Contact Person: Lincoln Tang How, President
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
331419 - WELDING SERVICES

Tempaire International, Inc.
210-3A Altona
*
P. O. Box 304882
St. Thomas, VI 00803
Phone: (340) 774-4820 or (340) 774-4041
Fax: (340) 774-1547
Mobile: (340) 998-2486
Email: tempaire@vipowernet.net
Contact Person: Joseph Kelly, President
NAICS Code(s): 238220 - PLUMBING, HEATING & AIR CONDITIONING CONTRACTORS

Terence Bryan (dba Bryan's Heavy Equipment Rental)
#37 Morning Star, Kingshill
P. O. Box 2420, Kingshill
St. Croix, VI 00851
Phone: (340) 718-3185
Fax: None
Mobile: (340) 227-2641
Email: bryant_61@yahoo.com
Contact Person: Terence Bryan, President
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREPARATION CONTRACTOR

Thomas Trucking
9D-5 St. Joseph & Rosendahl
*
P. O. Box 982, F'sted
St. Croix, VI 00841
Phone: (340) 777-6124
Fax: (340) 777-6124
Mobile: (340) 277-5417
Email: bmrfamily@gmail.com
Contact Person: Thrisha Byron
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Tip Top Construction, Inc.
5064 Mt. Welcome, C'sted
P. O. Box 24933, Gallows Bay
St. Croix, VI 00824-4672
Phone: (340) 773-5252
Fax: (340) 773-8191
Mobile: None
Email: Deborah@tiptopvi.com
Contact Person: Percy J. Hollins, Jr., President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREPARATION CONTRACTOR

Tommy's Trucking Service
#18 Estate Plessen, F'sted
P. O. Box 4971, Kingshill
St. Croix, VI 00851
Phone: None
Fax: None
Mobile: (340) 201-5162
Email: tommya_cat@hotmail.com
Contact Person: Tommy Augustin, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
532412 - HEAVY EQUIPMENT RENTAL

Triple-A Training & Security Services
#431 Mt. Pleasant, F'sted
P. O. Box 6402, Sunny Isles
St. Croix, VI 00823
Phone: (340) 514-5049
Fax: (340) 692-7768
Mobile: (340) 513-7193
Email: triple_a100@hotmail.com
Contact Person: Anderson Poleon, Sr., Owner/CEO
NAICS Code(s): 541690 - OTHER SCIENTIFIC & TECHNICAL CONSULTING SERVICES

Triple 7 Construction
33-50 Estate Nadir
P. O. Box 12151
St. Thomas, VI 00801
Phone: None
Fax: None
Mobile: (340) 998-1227
Email: tripleseven@yahoo.com
Contact Person: James Martin, Owner
NAICS Code(s): 238140 - MASONRY CONTRACTOR
238350 - CARPENTRY CONRACTOR

Uncle Nev Construction, Inc.
#27 Estate Whim
P. O. Box 1462, F'sted
St. Croix, VI 00841
Phone: (340) 772-4890
Fax: (340) 719-3981
Mobile: (340) 690-6606
Email: None
Contact Person: Neville Anthony, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Universal Trucking
4-12 Estate Dorothea
*
P. O. Box 306892
St. Thomas, VI 00803
Phone: None
Fax: None
Mobile: (340) 201-6695
Email: trippleseven@yahoo.com
Contact Person: Rudell Fahie, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

V. I. Equipment Rental & Construction, Inc.
#14 Estate Mandahl
P. O. Box 9560
St. Thomas, VI 00801
Phone: (340) 775-4633
Fax: (340) 775-4199
Mobile: (340) 513-7335 or (340) 513-7336
Email: eberry@vipowernet.net
Contact Person: Elsie Berry, Vice President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONTRUCTION
238910 - SITE PREPARATION CONTRACTOR
532412 - HEAVY EQUIPMENT RENTAL

V.I. Solar Depot, LLC
1H Estate Little Princesse, C'sted
*
3001H Estate Little Princesse, C'sted
St. Croix, VI 00820
Phone: (340) 718-0234
Fax: None
Mobile: None
Email: visolardepot@aol.com
Contact Person: Irina Aldrich, Manager
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
237130 - ALTERNATIVE ENERGY

Victor Jean Baptiste
37-40 Estate Frydenhoj
*
6207 Estate Frydenhoj
St. Thomas, VI 00802
Phone: (340) 779-1550
Fax: None
Mobile: (340) 6905223 or (340) 244-0387
Email: None
Contact Person: Victor Jean Baptiste, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
238140 – MASONRY CONTRACTORS 238350 – CARPENTRY CONTRACTORS

Virgin Global Technology
59 King's Wharf
*
59 King's Wharf
St. Croix, VI 00820
Phone: (818) 309-0688
Fax: (340) 773-7400
Mobile: None
Email: virginglobal@gmail.com
Contact Person: Fernando Cabret III, Director of Operations
NAICS Code(s): 238210 - ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS

VEC (VIVOT EQUIPMENT CORPORATION)
10C Estate Cottage, C'sted
10C Estate Cottage, C'sted
St. Croix, VI 00820
Phone: (323) 229-7862
Fax: (340) 718-7861
Mobile: (340) 713-1100
Email: patrick.vivot@gmail.com
Contact Person: Patrick Vivot, Owner
NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
484110 - GENERAL FREIGHT TRUCKING, LOCAL

Voneto Trucking & Equipment Service (Neto's Trucking Service)
6 - 14 Estate Contant
*
P. O. Box 303479
St. Thomas, VI 00803
Phone: (340) 774-9622
Fax: None
Mobile: (340) 513-0416
Email: None
Contact Person: Voneto Percival, Owner
NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Water King & Trucking Services, LLC
#33 Contant
*
P. O. Box 502548
St. Thomas, VI 00805
Phone: (340) 643-4105
Fax: None
Mobile: None
Email: waterkingtrucking@live.com
Contact Person: Leandra Ravalier, Owner
NAICS Code(s): 238110 – POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
483211 – INLAND WATER FREIGHT TRANSPORTATION
484110 - GENERAL FREIGHT TRUCKING, LOCAL

Wilson Construction
106 Tamarind Estates, C'sted
*
P. O. Box 5716, Sunny Isles
St. Croix, VI 00823
Phone: (340) 773-8160
Fax: None
Mobile: None
Email: None
Contact Person: Cleave Wilson, Owner
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Zenon Construction Corporation
130-A Estate Bethlehem, C'sted
*
P. O. Box 5440, C'sted
St. Croix, VI 00823
Phone: (340) 778-9308
Fax: (340) 778-1124
Mobile: (340) 513-0033
Email: zenoncc@yahoo.com
Contact Person: Carlos Zenon, President
NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREPARATION CONTRACTORS

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A&J Fencing (STX)	7
Bengoa International, Inc. (STX)	10
Brockington & Associates (GA)	10
Clean Stream Consulting, LLC (STT)	13
Commercial Security Service, Ltd. Inc. (STT)	13
Cool Signs, LLC (STT)	14
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REG Services, LLC (STX)	30
SF General Maintenance Services, LLC (STX)	33
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Tempaire International, Inc. (STT)	35
Triple-A Training & Security Services (STX)	36
V.I. Solar Depot, LLC (STX)	37
Water King & Trucking Services, LLC (STT)	39

Used Car Dealers

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M & M Supply Co., Inc. (STT)	23
Philadelphia Suppliers, Inc. (STT)	29
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Terence Bryan (STX)	35
Tip Top Construction, Inc. (STX)	36
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RAYCON MECHANICAL, LLC (STX)	30
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Marco St. Croix, Inc. (STX)	23
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Paradise Waste, Inc. dba GT Trucking & Car Sales (STX)	27
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Patrick Charles Enterprise, Inc. (STT)	28
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Peter Gilles (STX)	29
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Terence Bryan (STX)	35
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GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

CONTRACTOR'S QUALIFICATION STATEMENT

CONTRACTOR ……..

ADDRESS …….

DATE ....…….

TEL. NUMBER …….

CEL. NUMBER …….....

1. How many years experience in construction work has your organization had

   (a) As a General Construction ……..……

   (b) As a Sub-Contractor ..….……

2. List the construction contracts your organization has under way on this date:

Contract Amount	Class of Work	Percent Completed	Location	Name of Owner

3. List contracts your organization has completed in the past three years:

Contract Amount	Class of Work	Completed	Location	Name of Owner

5. Have you ever failed to complete any work awarded to you? …….....

   If so where and why? ……. …….

   ……

   ..……..

6. Has any officer or partner of your construction ever been an officer or parent of some other organization that failed to complete a construction contract? ……. If so, state name of individual, other organization and reason therefore ……

   ……..

   ……..

7. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? ……..

   If so, state name of individual, name of Owner and reason therefore ……. ……

   ……

   ……

8. In what other lines of business are you financially interested? ……

   ……

   ……

   ……

8. What is the construction experience of the principal individual of your organization?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity

9. In what manner have you inspected this proposed work? Explain in detail.

……....

……....

10. Explain your plan or lay out for performing the proposed work.

……

……

……

……

……

……

……

……

……

11. The work, if awarded to you, will have the personal supervision of whom?
……....

……

……

12. Do you intend to do the transportation on the proposed work with your own equipment? …….

……

……

13. If you intend to sublet the transportation or perform it through an agent, stat estimated amount of sub-contract or agent's contract, and , if known, the name and address of sub-contract or agent, amount and type of his equipment and financial responsibility.

……

……

……

14. Do you intend to do grading and foundation work with your own forces? ……..

If so, give type of equipment to be used. ……..

……

……

……

15. If you intend to sublet the grading and foundation work or perform it through sub-contract, give the name and address of sub-contractor, if known of his equipment and financial responsibility.

……

……

……

16. Do you intend to sublet any other portion of the work?
……

17. If so, state amount of sub-contract, and if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility.

……

……

……

18. From which sub-contractors do you expect to require a bond? …….. …….

……

……

19. What equipment do you own that is available for proposed work?

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

DPP-FS—64_75
Approved 5/7/75
Revised 3/18/08

Give Condensed Current Financial Statement

Condition at Close of Business — **Date**

ASSETS	**Dollars**	**Cents**
1. Cash (a) on hand $ …… … **(b)** In Bank $……..		
(c) Elsewhere $……..		
(d) Total Cash $…….....		
2. Notes receivable **(a)** Due within 90 days …….....		
(b) Due after ……days ……...		
(c) Past due ……		
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment …….....		
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate		
(a) Amount receivable after deducting retainage ……		
(b) Retainage to date due to upon commencement of Contracts ……		
5. Accounts receivable from source other then commencement of Contracts…….		
6. Deposits for bids or other guarantees:		
(a) Recoverable within ……. days……..		
(b) Recoverable after …… days ……		
7. Interest accrued on loan, securities, etc. ……..		
8. Real estate **(a)** Used for business purposes ……		
(b) Not used for business purposes …….....		
9. Stocks and Bonds **(a)** Listed – present market value ……		
(b) Unlisted – present value ……		
10. Materials in stock not included in Item 4		
(a) For uncompleted controls (present value) ……		
(b) Other materials (present value) ……		
11. Equipment, book value ……...		
12. Furniture and fixtures, book value ……..		
13. Other assets ……		
TOTAL ASSETS		
LIABILITIES		
1. Notes payable **(a)** To banks regular ……		
(b) To bank for certified checks ……		
(c) To others for equipment obligations ……		
(d) To others exclusive of equipment obligations ……..		
2. Accounts payable **(a)** Not past due ……		
(b) Past due ……..		
3. Real Estate encumbrances ……		
4. Other Liabilities ……		
5. Reserves ……		
6. Capital stock paid up **(a)** Common ……...		
(b) Common ……		
(c) Preferred ……		
(d) Preferred ……...		
7. Surplus (net worth) Earned $……		
Unearned $……...		
TOTAL LIABLITIES		

GIVE CONDENSED CURRENT FINANCIAL STATEMENT Cont.

CONTINGENT LIABILITIES		
1. Liability on notes receivable, discounted or sold ……..		
2. Liability on accounts receivable, pledged, assigned or sold …….		
3. Liability s bondman ……..		
4. Liability as guarantor on contracts or on accounts of others ……		
5. Other contingent liabilities ……		
TOTAL CONTINGENT LIABILITIES		

include all amounts owing subcontractors for all work in placed and accepted on completed and uncompleted contracts, including retainage.

This is to certify that the information herein reported is to the best of our knowledge true and accurate.

……
Name of Company

…….....
Print Name

…….
Signature

……..
Telephone Number / Cell Phone Number

BID BOND *(See instruction on reverse)*	DATE BOND EXECUTED *(Must not be later than bid opening date)*	OMB NO.: **9000-0045**

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*	TYPE OF ORGANIZATION *("X" one)*
	☐ INDIVIDUAL ☐ PARTNERSHIP
	☐ JOINT VENTURE ☐ CORPORATION
	STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR *(Construction, Supplies, or Services)*	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. *(Seal)*	2. *(Seal)*	3. *(Seal)*	*Corporate Seal*
NAME(S) & TITLE(S) *(Typed)*	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. *(Seal)*	2. *(Seal)*
NAME(S) *(Typed)*	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

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Previous edition is usable

STANDARD FORM 24 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed_____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Form P & P - A15-1-73
Approved 3-26-73
Revised 3-18-08
Comm. of Prop. & Proc.

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Page 2)

STATE OF)
)
) ss:
COUNTY OF)
)
)

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States (a Resident Alien who has declared his intention to become a Citizen of the United States,) and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the Government of the Virgin Islands to accept me as surety on the attached bond.

MY NAME (first, middle, last)	MY ADDRESS (street and number, city and State)
TYPE AND DURATION OF MY OCCUPATION	NAME OF MY EMPLOYER
MY BUSINESS ADDRESS (Street and number, city and State)	Amount I am worth in Real Estate and Personal Property over and above (1) All my debts and liabilities owing and incurred. (2) Any property exempt from execution (3) Any pecuniary interests I have in the business of the principal on said bond. And (4) Any interest I have in any so-called community property.

LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE (not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)

FAIR VALUE OF SUCH REAL ESTATE	ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES

ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE. THERE BEING NO OTHERS (if none, so state)

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF	Amount I am worth in Real Estate and Personal Property over Personal property subject to execution and sale. This amount being additional to the real estate above described

THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

ALL OTHER BONDS ON WHICH I AM SURETY (state character and amount of each bond; if none; so state)

MY SIGNATURE AS SURETY

Subscribed and sworn to before me this date at .....

OFFICIAL SEAL

(Signature)	(Title of official administering oath)	(Date)

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, that the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME (typewritten)	SIGNATURE

OFFICIAL TITLE

ADDRESS

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.

2. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stockholdings therein. Sureties, if individuals, shall be citizens of the United States or Resident Aliens who have declared their intention to become United States Citizen.

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, under Oath by two persons not related to the surety.

5. By signing this affidavit, the individual surety agrees to assign to the Government of the Virgin Islands as security for performance by the Principal such real and/or personal property as the Government of the Virgin Islands shall designate having a fair market value of three times the bonded amount.

(PART A)

GOVERNMENT OF THE VIRGIN ISLANDS
SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS

NAME OF PROJECT: **PROJECT NO.:**

NAME OF CONTRACTOR: **CONTRACT NO:**

APPROVED BY: _____ FOR: _____ DATE: _____

item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Labor Cost Dollars (5)	Material Cost Dollars (6)	Other Cost Dollars (7)	Total Value (8)	Cost Per Unit (9)

INSURANCE SCHEDULE

(A) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(B) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed, prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(C) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere, in the contract. At least 5 days before entry of such subcontractor's personnel on the Government installation, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current certificate of insurance, meeting the requirements of paragraph (b) above, for each such subcontractor.

(D) The Contractor shall maintain compensation insurance, for employees engaged in the work, complying with the workmen's compensation laws of the State in which the work is to be performed and shall maintain liability insurance protecting him from claims because of bodily injury (including death) and property damage arising under this Contract.

(E) In case any class of employees who are engaged in hazardous work under this Contract at the site of the project are not protected under the "Workmen's compensation" Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

(F) The Contractor shall provide and maintain during the life of this Contract insurance that will protect him and any Subcontractor performing work covered by this Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this Contract insurance that will indemnify and hold harmless the Owner, the Engineer and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of resulting from the performance of the work, injury or conduct, want of care or skill negligence and patent infringement providing that claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent omission of the Contractor, any Sub-contractor, anyone directly or indirectly employed by any of them or anyone for whom acts any of them may be liable, regardless of whether or not it is caused in party by a party indemnified hereunder. The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of errors or omissions in maps, drawings, opinions, reports, surveys, change orders, designs of specifications which have been prepared by the Engineer.

(G) Insurance shall be provided with limit of $500,000 for each occurrence in each of three policies with, the Owner and Engineer named as additional insured as follows:

(1) Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard and Underground Property Damage Hazard

(2) Comprehensive Auto Liability Insurance

(3) Contractual Liability Insurance

(H) In types or classes of work which includes, all or in part, buildings or structures which may be subject to damage by fire, wind or vandalism, the Contractor shall take out and maintain, during the life of this Contract, what is known as “Builder’s Risk Insurance,” covering fire, wind, Extended Coverage and Vandalism, in an amount equal to one hundred percent (100%) of the Contract price pertaining to such building or structure, or buildings or structures.

(I) Before starting the work, the Contractor will file with the Owner and the Owner’s Engineer certificates of such insurance acceptable to the Owner. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially charged until at least 30 days prior written notice has been given to the Owner and the Owner’s Engineer.

FORM - P&P-PB-20-73 APPROVED: 3-26-73 REVISED: 3-18-08 COMM. OF PROP.& PROC.	**GOVERNMENT OF THE VIRGIN ISLANDS** **PERFORMANCE BOND** (See Instructions on Reverse)	DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (Express in words and figures)	CONTRACT NO.	DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract duringthe original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS		INDIVIDUAL PRINCIPAL	
1	as to	.....	[SEAL]
2	as to	.....	[SEAL]
3	as to	.....	[SEAL]
4	as to	.....	[SEAL]

WITNESS		INDIVIDUAL PRINCIPAL	
1	as to	.....	[SEAL]
2	as to	.....	[SEAL]

Attest	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	

Attest	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged, $ _____

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary

of the corporation named as principal in the within bond, that _____

who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____ [CORPORATE] [SEAL]

INSTRUCTIONS

1 This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.

2 The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)

3 The name; including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4 If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6 The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7 The date of this bond must not be prior to the date of the instrument in connection with which it is given.

FORM - P&P-PB-20-73 APPROVED: 3-26-73 REVISED: 3-18-08 COMM. OF PROP.& PROC.	**GOVERNMENT OF THE VIRGIN ISLANDS** **PAYMENT BOND** (See Instructions on Reverse)	DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (Express in words and figures)	CONTRACT NO.	DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS		INDIVIDUAL PRINCIPAL	
1 _____	as to	_____	[SEAL]
2 _____	as to	_____	[SEAL]
3 _____	as to	_____	[SEAL]
4 _____	as to	_____	[SEAL]

WITNESS		INDIVIDUAL PRINCIPAL	
1 _____	as to	_____	[SEAL]
2 _____	as to	_____	[SEAL]

Attest	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	
Attest	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged, $ _____

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

_____, certify that I am the _____ secretary

of the corporation named as principal in the within bond, that _____

who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE]
_____ [SEAL]

INSTRUCTIONS

1 This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorization by the Government of the Virgin Islands.

2 The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)

3 The name; including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4 If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6 The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7 The date of this bond must not be prior to the date of the instrument in connection with which it is given.

(PART A)

GOVERNMENT OF THE VIRGIN ISLANDS
SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS

NAME OF PROJECT: **PROJECT NO.:**

NAME OF CONTRACTOR: **CONTRACT NO:**

APPROVED BY: _____ FOR: _____ DATE: _____

item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Labor Cost Dollars (5)	Material Cost Dollars (6)	Other Cost Dollars (7)	Total Value (8)	Cost Per Unit (9)

SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS
PART B
ESTIMATED SCHEDULE OF PAYMENTS

			ACCUMULATIVE TOTALS		
Period Covered	Monthly Payments	Retainage	Amount Paid	Retainage Held	Balance
TOTAL					

DDP-PE-76-86
REVISED 1-27-86

GOVERNMENT OF THE VIRGIN ISLANDS
PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

NAME OF PROJECT: FEDERAL PROJECT LOCATION:
NAME OF CONTRACTOR: CONTRACT NO:
PERIODICAL ESTIMATE NO. FOR PERIOD TO

		Original Estimate				Completed Date		Value of	%
No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Cost per Unit (5)	Value (6)	No. of Units (7)	Value (8)	Uncomplete d Work (9)	Completed (10)
				TOTAL					

1. SCHEDULE OF CHANGE ORDERS

		APPROVED CHANGE ORDERS				COMPLETED TO DATE		Value of	%
No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Cost per Unit (5)	Value (6)	No. of Units (7)	Value (8)	Uncompleted Work (9)	Completed (10)
	CHANGE ORDER TOTAL								
	TOTAL CONTRACT								

2. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

A. Original contract amount……. $0.00

B Plus: Additions…….

C. Less Deductions……...

D. Adjusted contract amount……

3. ANALYSIS OF WORK PERFORMED

1. Value of original contract work performed to date (Column 8 Front)…… $0.00

2. Extra work performed to date…….

3. Total value of work performed to date……..

4. Add materials stored at close of this period
(Attach detailed schedule)…….

5. Less: Amounts retained……. Percent…….

6. Net amount earned on contract work to date…….

7. Other Deductions…….

8. Less: Amounts of previous payments…….

9. BALANCE DUE THIS PAYMENT…….

4. CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all terms and amounts shown on the face of this Periodical Estimate are correct, work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract between this GOVERNMENT OF THE VIRGIN ISLANDS and _____ dated _____ and/or authorized
(Contractor) (Contract Date)
deviations, substitutions, alteration, and/or additions; that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodical Estimate, and that no part of the "Balance Due this Payment" has been received.

_____ By_____
(Contractor) (Authorized Representative)

_____, 2013 Title_____

5. CERTIFICATION OF AUTHORIZED GOVERNMENT REPRESENTATIVE

I certify that I have checked and verified this Periodical Estimate No._____ for the period _____, 2013 to _____, 2013_____, inclusive; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in this Periodical Estimate No._____ has been inspected by me and/or my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with the Terms and Conditions of the construction contract, drawings, plans and specifications, and/or duly authorized deviations, substitutions, alterations and/or additions, all of which have been authenticated or conditionally approved by the duly authorized agent of the GOVERNMENT OF THE VIRGIN ISLANDS.

1. _____ Date:_____
Arch/Engineer

2. _____ Date:_____
Commissioner of Public Works

3. _____ Date:_____
Using Agency

4. _____ Date_____
Federal Agency

5. _____ Date_____
Contracting Officer

DDP-OCO-77-96
(REVIEWED 1-27-96)

GOVERNMENT OF THE VIRGIN ISLANDS
ST. THOMAS, VIRGIN ISLANDS

CONTRACT CHANGE ORDER

CONTRACT NO._____ DATE:_____

CHANGE ORDER NO._____ PROJECT NO.:_____

LOCATION:_____

TO: (CONTRACTOR)_____

_____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS.

ITEM (1)	DESCRIPTIONS OF CHANGES -QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC. (2)	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE (4)
	CHANGE IN CONTRACT PRICE DUE TO THIS CHANGE ORDER:		
	TOTAL DECREASE	$0.00	XXXXXXXXXXXXXX
	TOTAL INCREASE	XXXXXXXXXXXXXX	$0.00
	DIFFERENCE BETWEEN COL. (3) AND (4)	$0.00	$0.00
	NET (INCREASE)(DECREASE) CONTRACT PRICE	$0.00	$0.00

The sum of $_____ Is hereby (added to) (deducted from) the total contract price and the total adjusted contract price to date thereby is $_____ .
The time provided for completion in the contract is (unchanged) (increased) (decreased) by _____ calendar days. The document shall become an amendment to the contract and all provisions of the contract will apply hereto.

T.C.	BANK ACCT	ACCOUNT CODE									ACCOUNT CODE				
		F.Y.	FUND	DEPT	DIV.	APP'N	OBJ				L. ORG	ACCT	TAS	OPT	CC.

_____
DEPARTMENT OR AGENCY

ORIGINAL ENCUMBRANCE $_____

NET INCREASE (DECREASE) $_____

NET ENCUMBRANCE $_____

_____
CERTIFYING OFFICER

DEPARTMENT OF FINANCE (PUNCH)

CHECKED BY_____ VERIFIED BY_____ (REQUIRED SIGNATURES ON REVERSE)
VOUCHER EXAMINER REVIEWING OFFICER

PROJECT NO. CONTRACT NO. CHANGE ORDER NO.

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change:

2. Is proposed change an alternate bid? **Yes [ ] No [ ]**

3. Will proposed change alter the size of the project? **Yes [ ] No [ ]**
If "Yes," explain:_____
_____
_____

4. Effect of this change on other prime contracts:
_____
_____

5. Has consent of surety been obtained? **Yes [ ] No [ ]**
(Not necessary.

6. Will this change affect expiration or extent of insurance coverage? **Yes [ ] No [ ]**
If "Yes," will the policies be extended? **Yes [ ] No. [ ]**

7. Effect on operation and maintenance costs:
_____

_____ _____
OWNER - AGENCY **DATE**

Accepted By:_____ _____
CONTRACTOR **Date**

Recommended By:_____ _____
ARCHITECT--ENGINEER **Date**

Approved By:_____ _____
COMMISSIONER OF DPW **Date**

Federal Agency:_____ _____
Date

Contracting Officer:_____ _____
Date

RELEASE OF CLAIMS UNDER CONTRACT

WHEREAS the terms of a contract dated . . . . . entered into by the Government of the Virgin Islands represented by . . . . . Contracting Officer and . . . . . .a corporation organized and existing under the Laws of . . . . . with principal offices in . . . . . for the construction of . . . . . state that "Upon completion and acceptance of all work required hereunder the amount due the contractor under this contract will be paid upon the presentation of a property executed and duly certified voucher therefore after the contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract other such claims. If any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein."

NOW THEREFORE in consideration of the premises and the payment by the Government of the Virgin Islands to the contractor of the amount due under the contract the sum of . . . . . ($ . . . . .), the contractor hereby remises, releases, and forever discharges the Government from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever. In law and in equity under or by virtue of the said contract and warrants good title to all materials, supplies and equipment installed or incorporated in the . . . . . and all work delivered in the premises, together with all improvement sand appurtenances constructed thereon by . . . . . to the Government of the Virgin Islands free of any claims, liens, or charges; further that neither if nor any person firm or corporation furnishing any material or labor for any work covered by this contract has any unpaid expenses or wages for such material or labor nor has any right to a lien upon the premises or any improvements or appurtenances thereon.

IN WITNESS WHEREOF the hand and seal of the contractor have been hereunto set this . . . . . day of . . . . . 20 . . . . .

By . . . . . .

(seal)

I . . . . . certify that I am the . . . . . of the corporation named as contractor herein; that . . . . . who signed this release on behalf of the corporation was then . . . . . of said corporation and that said release was duly signed for and on behalf of said corporation by authority of its governing body.

. . . . . .

Sworn to before me this date . . . . . .
. . . . . .
. . . . . .
(Notary)

MORAVIAN HIGHWAY PAVEMENT REHABILITATION

PROJECT # VI-0030(039)

SECTION III

SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS
(As Applicable)

The following FP 14, Sections of Division 100, in whole or as written in part below, shall be utilized in the administration of the construction contract:

Section 101. – Terms, Format, and Definitions

Subsection 101. Delete the entire subsection. See the General Provisions for Terms, Format, and Definitions.

Section 102. — BID, AWARD, AND EXECUTION OF CONTRACT

102.01 Acquisition Regulations. Delete the text and substitute the following:

Contract Book, Section I, "*Bidding Information & Contract Documents*".

Subsection 102.02 thru 102.06. Delete the entire subsection.

Section 103. — SCOPE OF WORK

Subsections 103.03 and 103.04. Delete the entire subsection.

103.05 Partnering. Delete the last two paragraphs and substitute the following:

103.05 Partnering. To facilitate this contract, the Government offers to participate in a formal partnership with the contractor. This partnership draws on the strengths of each organization to identify and achieve reciprocal goals. Partnering strives to resolve problems in a timely, professional, and non-adversarial manner. If problems result in disputes, partnering encourages, but does not require alternative dispute resolution instead of the formal claim process, see General Provisions No. 53, Disputes, concerning disputes arising under this contract. The objective is effective and efficient contract performance to achieve a quality project within budget and on schedule.

Section 104. — CONTROL OF WORK

Subsection 104.03 and 104.04. Delete the entire subsection.

104.03(a). Add the following to the third paragraph:

Drawings will be reviewed in the order they are received.

Job site visits by the Department of Public Works / Office of Highway Engineering (DPW/OHE) do not constitute an official inspection unless specifically ordered.

104.03(b). Add the following after 104.03(b):

(c) As-built working drawings. Furnish one set of as-built working drawings to be used exclusively for recording the as-built details of the project.

Keep the as-built working drawings current on a weekly basis and have that set available on the jobsite at all times. Accurately and neatly record changes from the contract plans, which are made in the work. This includes any additional information, which might be uncovered in the course of construction, as they occur by means of details and notes. Maintain a log of all changes made to the as-built working drawings monthly. At the estimate cutoff date, make the as-built working drawings and logs available for review by the Project Engineer.

Note all additions or revisions to the location, character, and dimensions of the prescribed work must be shown on the contract drawings. Line out all details shown that are not applicable to the completed work. Use the redline process (red pencil or red ink) to record on the as-built working drawings and final as-built drawings. The information below describes the minimal guidelines for working drawing submittals:

(1) Typical section(s)

(a) Revisions in dimensions; and

(b) Revisions in materials.

(2) Plan and profile

(a) Plan

(1) Revisions to the alignment;

(2) Changes in the construction limits;

(3) Revisions in location, type, and grade of road approaches;

(4) Location and type of utilities;

(5) Location, size, and type of underdrains;

(6) Skew of culverts;

(7) Channel changes;

(8) Location of monuments and permanent references;

(9) Elevations for all aerial and underground crossings of utilities; and

(10) Location, length, and type of fencing.

(b) Profile

(1) Revisions to grades, elevations, and stationing of intersection PIs;

(2) Equations;

(3) Culvert diameter, length, type, and stationing;

(4) Length of culvert extension, and length of existing culvert;

(5) Location, length, stationing, and type of retaining walls; and

(6) Location, length, stationing, and end treatment of guardrail.

(3) Bridge

(a) Stationing of bridge ends;

(b) Elevations including footing, bearing pads, deck, and top of walls;

(c) Pile driving record with pile length, size, type, and tip elevation;

(d) Post-tensioning records including stressing sequence, jacking force, and duct size and layout;

(e) Construction and concrete placement sequences;

(f) Bearing details with orientation;

(g) Expansion joints including actual clearance with atmospheric temperature;

and (h) any changes in plan or dimensions including any major changes in

reinforcing.

(4) Miscellaneous

(a) Revisions to parking areas or turnouts;

(b) Final location, type and length of curbs, sidewalks, etc.;

(c) Fencing type and limits; and

(d) Landscaping and planting.

(5) Special Contract Procedures

(a) Method of excavation, concrete placement, structure repairs, etc.

Prepare final as-built drawings after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The Project Engineer and the contractor will jointly review the as-built working drawings and final as-built drawings for accuracy and completeness prior to submission of each monthly pay estimate.

If the monthly review finds that the contractor is not maintaining the as-built working drawings, payment of the contractor's invoice will be withheld until the as-built working drawings are brought up-to-date.

Furnish the as-built working drawings to the Project Engineer before the final inspection. Correct all details found during the final inspection that are not shown on the as-built working drawings and return to the Project Engineer within 5 working days for approval.

Final payment per the General provision No. 43 "Scope of Payment" will not be made until the final as-built drawings have been reviewed and approved by the Project Engineer.

(a) No direct payment will be made for maintaining and furnishing as-built working drawings.

104.05 Load Restrictions. Delete the entire Subsection and replace with the following:

104.05 Load Restrictions. General Provision No. 20 is supplemented by the following requirements. "*Laws to be observed*".

Comply with all legal load restrictions when hauling material and equipment on public roads to and from the project. A special permit does not relieve the contractor of liability for damage resulting from the moving of material or equipment.

Unless otherwise permitted, do not operate equipment or vehicles that exceed the legal load limits over new or existing structures, or pavements within the project except those pavements intended to be removed.

Operate loaded vehicles hauling material at speeds not exceeding 35 miles per hour, or the posted speed limit whichever is lower, and spaced at 500-foot minimum intervals.

Section 105. — CONTROL OF MATERIAL

105.01 Source of Supply and Quality Requirements. Delete the first paragraph and substitute the following:

105.01 Source of Supply and Quality Requirements. General Provision No. 16 "*Sources of Supply and of Material"* is supplemented by the following requirements.

105.04 Storing and Handling Material. Add the following:

The contractor shall provide all space outside the construction limits needed for storage of materials if not provided for through the contract at the expense of the contractor.

Section 106. — ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Delete the entire subsection and substitute the following:

106.01 Conformity with Contract Requirements. General Provision No. 13 "Inspection" and General Provision No. 17 "Samples and Tests" is supplemented by the following requirements.

References to standard test methods of AASHTO, ASTM and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform work according to the contract requirements. Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

As an alternative to removal and replacement, the contractor may submit a written request to:

(a) have the work accepted at a reduced price; or

(b) be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The Project Engineer will determine disposition of the nonconforming work.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.) the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

106.03 Certification. Delete the second paragraph.

Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be observed. Delete the entire subsection and substitute the following:

107.01 Laws to Be Observed. General Provision No. 20 is supplemented by the following requirements. "*Laws to be Observed*" and General Provision No. 21. "*Permits and Licenses".*

Comply with all applicable laws, ordinances, safety codes, regulations, orders, and decrees. Protect and indemnify the Government and its representatives against any claim or liability arising from or based on the alleged violation of the same.

Comply with all permits and agreements obtained by the Government for performing the work that is included in the contract. All additional permits or agreements and modifications to Government-obtained permits or agreements that are required by the contractor's methods of operation must also be obtained. Furnish copies of all permits and agreements to the Project Engineer.

107.02 Protection and Restoration of Property and Landscape. Delete the entire subsection and substitute the following:

107.02 Protection and Restoration of Property and Landscape. General Provision No. 22 *"Restoration of Surfaces Opened by Permit"* is supplemented by the following:

Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

Preserve public and private property and protect monuments established for the purpose of perpetuating horizontal, vertical, cadastral, or boundary control. When necessary to destroy a monument, reestablish the monument according to applicable Virgin Islands statutes or by the direction of the agency or individual who established the monument.

Do not disturb the area beyond the construction limits. Replace trees, shrubs, or vegetated areas damaged by construction operations as directed and at no cost to the Government. Remove any damaged limbs of existing trees by an approved arborist.

Do not excavate, remove, damage, alter, or deface any archeological or paleontological remains or specimens. Control the actions of employees and subcontractors on the project to ensure that protected sites are not disturbed or damaged. Should any of these items be encountered, suspend operations at the discovery site, notify the Project Engineer, and continue operations in other areas. The Project Engineer will inform the contractor when operations may resume at the discovery site.

When utilities are to be relocated or adjusted, the Government and/or the contractor will notify all utility owners affected by the relocations or adjustments. The relocations or adjustments will be performed by others or will be included in the contract work.

Before beginning work in an area, the contractor shall have all utility owners locate their utilities. Protect utilities from construction operations. Cooperate with utility owners to expedite the relocation or adjustment of their utilities to minimize interruption of service and duplication of work.

If utility services are interrupted as a result of damage by the construction, immediately notify the utility owner, the Project Engineer, and other proper authorities. Cooperate with them until service is restored. Do not work around fire hydrants until provisions for continued service are made and approved by the local fire authority.

If utility adjustment work, not included in the contract, is required, compensation for the work will be provided under applicable clauses of the contract. Satisfactorily repair damage due to the fault or negligence of the contractor at no cost to the Government.

Subsection 107.04 Railroad Protections. Delete the entire subsection.

107.11 Protection of Forests, Parks, and Public Lands. Delete the entire subsection and substitute the following:

107.11 Protection of Forests, Parks, and Public Lands. Comply with all regulations of the territory fire marshal, conservation commission, or other authority having jurisdiction governing the protection of land including or adjacent to the project.

Section 108. — PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work. Delete the first sentence.

108.02 Subcontracting. Delete the entire subsection and substitute the following:

108.02 Subcontracting. General Provision No. 72 "*Subcontractors and Suppliers"* is supplemented by the following requirements:

Subcontracting does not relieve the contractor of liability and responsibility under the contract and does not create any contractual relation between subcontractors and the Government. The contractor is liable and responsible for any action or lack of action of subcontractors.

Within 14 days of subcontract award, submit an **SF 1413- Statement and Acknowledgement** with Part I completed and **FHWA 1775 – Notice of Subcontract Award – Supplemental Information**. Complete other forms that may be provided by the Government to clearly show the work subcontracted and the total dollar amount of the subcontract. For subcontracts involving on-site labor, require the subcontractor to complete Part II of the SF 1413 and complete other forms that may be provided by the Government. Submit a separate statement documenting the cumulative amount of all on-site subcontracts to date as a percentage of the original contract amount. Furnish this information on all subcontracts at lower tiers.

Performance of Work by the contractor. The percentage of work performed on-site by the contractor will be computed as 100 percent less the combined initial dollar amount of all subcontracts involving on-site labor.

108.03 Determination and Extension of Contract Time. Delete the first paragraph and substitute the following:

108.03 Determination and Extension of the Contract Time. Follow the requirements of General Provision No. 39 "Determination and Extension of Contract Time for Completion".

Section 109. — MEASUREMENT AND PAYMENT

109.01 Measurement of Work. Delete the first paragraph and substitute the following:

109.01 Measurement of Work. The following requirements supplements the General Provision No. 42 *"Measurement of Quantities",* No. 43 "Scope of Payment", and No. 44 "*Payment for Increased or Decreased Quantities"*.

The contractor shall check, review and verify all plans, dimensions, and site conditions prior to construction, any discrepancies or omissions noted on the drawings or in the specification or any variations needed in order to conform to code, rules and regulations shall be reported in writing to the Project Engineer. Any such discrepancies, omissions, or variation not reported during the bidding period shall be the responsibility of the contractor who shall perform the work as per the Project Engineer instruction.

109.05 Scope of Payment. Delete the first paragraph and add the following:

109.05 Scope of Payment. General Provision No. 43 "Scope of Payment" is supplemented by the following requirements:

Payment for all contract work is provided, either directly or indirectly, under the pay items shown in the bid schedule.

109.08 Progress Payment. Delete the first sentence.

109.08(b) Add the following:

Submit invoices by the 7th day after the closing date. Invoices received after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

Section 151. — MOBILIZATION

151.03 (a). Delete the sentence and substitute the following:

(a) Bond premiums will be reimbursed after receipt of the evidence of payment.

Supplemental Provisions

(FHWA Funded Construction Contract Continues) [2]

Add the following Definitions of Terms:

1. **Backfill** — Material used to replace or the act of replacing material removed during construction. Material placed or the act of placing material adjacent to structures.
2. **Base** — the layer or layers of material placed on a Subbase or Subgrade to support a surface course.
3. **Bidder** — any individual or legal entity submitting a bid.
4. **Clear Zone** — the portion of the roadside, including the shoulder, available for the safe use by an errant vehicle in which the driver may regain control of the vehicle. Recommended distances for the clear zone are in the AASHTO Roadside Design Guide.
5. **Construction Limits** — the limits on each side of the project that establish the area disturbed by construction operations and beyond which no disturbance is permitted. Typically the construction limits are the same as the clearing limits, except when additional clearing is required.
6. **Contracting Officer (CO) —** An official of the Government (Property and Procurement) with the authority to enter into, administer, and terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the CO acting within the limits of their authority as delegated by the Commissioner.
7. **Contract Modification —** Any written change in the terms of the contract. Contract modifications are of the following forms:

   (a) **Administrative change.** A unilateral contract change, in writing, that does not affect the substantive rights of the parties (e.g., a change in the paying office or the appropriation data).

   (b) **Change order.** A written order, signed by the Commissioner, directing the contractor to make a change without the Contractor's consent.

   (c) **Supplemental agreement.** A contract modification that is

accomplished by the mutual action of the parties.

8. **Cross-Section** — a vertical section of the ground or structure at right angles to the centerline or baseline of the roadway or other work.

9. **Day** — Each and every day shown on the calendar, beginning and ending at midnight.

10. **Density** — Mass per unit volume of material. Specific gravity multiplied by the unit mass of water.

11. **Detour** — A temporary rerouting of public traffic onto alternate existing roadways in order to avoid the work or part of the work.

12. **Diversion** — a temporary rerouting of public traffic onto a temporary alignment within the project limits in order to bypass the work or a portion of the work.

13. **Drawings** — Design sheets or fabrication, erection, or construction details submitted to the Government by the contractor according to the Specifications and Drawings for Construction. Also refers to submissions and submittals.

14. **Layer** — See "lift."

15. **Lift** — Defined as follows:

When placing and compacting soils and aggregates, a lift is any single, continuous layer of material that receives the same compactive effort throughout during a single work operation.

When installing culvert pipe less than or equal to 48 inches in diameter, the backfill material placed on both sides of the pipe is considered to be contained in the same lift when the material is placed to the same elevation on both sides of the culvert, the compactive effort applied to one side of the culvert is the same as that applied to the other, and the compactive effort is applied to both sides of the pipe in a continuous operation.

16. **Measurement** — the process of identifying the dimensions, quantity, or capacity of an item. See Section 109 for measurement methods, terms, and definitions.

17. **Production Certification** — for material manufactured off-site, use a manufacturer with an ISO 9000 certification or an effective testing and inspection system. Require the manufacturer to clearly mark the material or packaging with a unique product identification or specification standard to which it is produced.

18. **Shoulder** — the portion of the roadway continuous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of the pavement structure.

19. **Special Contract Requirements** — Additions and revisions to the standard specifications applicable to an individual project.

20. **Standard Forms** — Numbered forms issued by DPW/OHE for use as contract documents.

21. **Station** — (1) a measure of distance used for highways and railroads. A station is equal to 100 feet. (2) A precise location along a survey line.

22. **Subbase** — the layer or layers of material placed on a Subgrade to support a base.

23. **Suitable Material** — Rock or earth material that will provide stable foundations, embankments, or roadbeds, and is reasonably free of organic matter, roots, muck, sod, or other detrimental material. Suitable material may require drying or adding water, root picking, and other methods of manipulation before use. Suitable material includes the classifications of materials for which the project was designed.

24. **Surface Course** — the top layer or layers of a pavement structure designed to accommodate the traffic load and resist skidding, traffic abrasion, and weathering.

25. **Target Value (TV)** — a number established as a center for operating a given process. Once established, adjustments should be made in the process as necessary to maintain a central tendency about the target value. Test results obtained from a well-controlled process should cluster closely around the established target value and the mean of the test results should be equal to or nearly equal to the established target value.

26. **Unsuitable Material** — Material not capable of creating stable foundations, embankments, or roadbeds. Unsuitable material includes muck, sod, or soils with high organic contents.

SPECIAL SPECIFICATIONS
(As Applicable)

Section 152.--CONSTRUCTION SURVEY AND STAKING

152.04(a). Delete the paragraph and substitute the following:

Furnish technically qualified licensed professional land surveyors capable of performing in a timely and accurate manner. A licensed professional surveyor shall be on the project whenever surveying/staking is in progress.

152.04. Delete the after Sub Section (a) and substitute the following:

152.04. Include staking activities in the construction schedule submitted according to Section 155. Include the dates and sequence of each staking activity. The contractor will set initial reference lines, will set horizontal and vertical control points, and will furnish the data for use in establishing control for completion of each element of the work. Data relating to horizontal and vertical alignment, theoretical slope stake, catch points, and other design data will be furnished to the Project Engineer for approval.

Before beginning construction, notify the Project Engineer of any missing initial reference lines, control points, or stakes. The contractor will reestablish initial reference lines, control points, and stakes missing before the beginning of construction.

Preserve all initial reference and control points. After beginning construction, replace all destroyed or disturbed initial reference or control points necessary to the work.

Before surveying or staking, discuss and coordinate the following with the Project Engineer:

(a) Surveying and staking methods;

(b) Stake marking;

(c) Grade control for courses of material;

(d) Referencing;

(e) Structure control; and

(f) Any other procedures and controls necessary for the work.

Survey and establish controls within the tolerances shown in Table 152-1.

Prepare field notes in an approved format. Furnish all survey notes at least weekly. All field notes and supporting documentation become the property of the Government upon completion of the work.

Start work only after staking for the affected work is accepted.
The construction survey and staking work may be spot-checked for accuracy, and unacceptable portions of work may be rejected. Resurvey rejected work, and correct work that is not within the tolerances specified in Table 152-1. Acceptance of the construction staking does not relieve the

Contractor of responsibility for correcting errors discovered during the work and for bearing all additional costs associated with the error.

Remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete.

Furnish a practicable schedule of staking activities with the construction schedule, submitted to the Project Engineer for approval, according to Section 155. Include the dates and sequence of each staking activity.

152.05. Delete the text of paragraphs **(h)**, and **(k)**.

152.05(a). Add the following:

Set bench marks (at least every 500 ft of roadway). Replace any missing control points.

152.05(e). Add the following:

(e)Reestablish centerline as many times as necessary to construct the work.

Section 156. - PUBLIC TRAFFIC

156.04. Add the following:

Night work will be permitted.

156.07. Limitations on Construction Operations.

(i) Delete the text and substitute the following:

Limit construction caused delays to public traffic to a maximum of one (15) minute through the entire project length with maximum 30-minute delays through any work zone.

(j) Add the following:

Limit length of construction area as approved by Project Engineer.

156.08. Add the following:

Night time and weekend operations **are** permitted. Submit schedule for night and weekend work to the Project Engineer for approval, at least Seven (7) days prior to beginning.

156.08. Traffic and Safety Supervisor. Add the following after the third sentence in the first paragraph:

The traffic control supervisor(s) must be on-site during all work hours.

Delete Subsection (e) and replace with the following:

(e) The Traffic control supervisor(s) will inspect all work zone traffic control devices on the project, including those in staging areas, on-site storage areas, materials sources, and disposal/waste areas as follows:

(1) Daily during daylight hours when daylight work is being performed.
(2) Weekly during the hours of darkness when only daylight work is being performed.
(3) Weekly during hours of darkness when work is suspended for periods more than one week, except when the project has been shut down for other issues.
(4) Additional inspections, day, or night, as directed by the Project Engineer.

The Traffic Safety Supervisor and Erosion Control Supervisor can be designated as the same person and will be available 24 hours a day including weekends for the duration of the project.

Section 157. - SOIL EROSION CONTROL

157.04. General. Delete the second paragraph and substitute the following:

Standard erosion control devices are provided in the contract. For detail site-specific measures for controlling erosion, submit to the Project Engineer details for acceptance prior to implementation. Provide working drawings and associated data that do not exceed 24 by 36-inches in size. Allow 7 days for acceptance of the drawings or a return for corrections. Include the following in the detailed design:

(1) Comply with for storm water runoff applicable laws and or permits, environmental commitments, and other permit requirements here or in the General Provisions and Subsection 107.01 or 107.10.

(2) Location of each proposed erosion control measure.

(3) Type of each erosion control measure.

(4) Quantities of proposed temporary erosion control devices to be implemented during construction. A schedule detailing coordination of erosion control measures with the various construction operations or stages. Include the furnishing, installation, maintaining and removing of temporary devices and the installation of permanent erosion control features.

(6) A schedule outlining proposed clearing and grubbing, excavation, embankment, and culvert operations such that the area of disturbed or erodible material is minimized. Schedule the work such that temporary and permanent erosion measures can be incorporated at the earliest practical time.

(7) Construction methods used in various items of work to minimize erosion.

Add the following:

At least 5 days prior to the preconstruction conference, designate in writing an Erosion Control Supervisor who is responsible for implementing the requirements of this Section. Do not designate the project superintendent as the Erosion Control Supervisor.

When temporary erosion control measures are required due to the contractor's negligence, carelessness, or failure to install permanent controls as part of the work in a timely manner, provide temporary measures at no cost to the Government.

Coordinate with the Project Engineer on location and placement of silt fence.

157.16. Acceptance. Add the following:

Soil erosion control will be evaluated under Subsection 106.02 based on the demonstrated ability of the erosion control measures to result in minimal soil erosion, sedimentation and/or siltation, and turbidity increases within or adjacent to the project limits.

Section 203.—REMOVAL OF STRUCTURES AND OBSTRUCTIONS

203.01 Add the following:

- Removal of inlet
- Removal of pipe culvert
- Removal of pavement, asphalt
- Removal of pavement, concrete
- Removal of guardrail
- Removal of curb and gutter, concrete
- Removal of box culvert
- Removal of curb, concrete
- Removal of individual tree
- Removal of concrete
- Removal of sign

All items to be removed to complete the project, regardless if tabulated or listed, are included in the work.

203.05. Delete the text of paragraphs (b), (c).

Section 204. - Roadway Excavation

Section 204.02. (a) (1) Roadway Excavation. Add the following:

This item shall include removal and disposal of asphalt pavement.

204.14. Disposal of Unsuitable or Excess Material. Delete the Subsection and substitute the following:

Dispose of excavated material or excess material legally off the project.

Section 301.--UNTREATED AGGREGATE COURSES

301.02. Add the following:

If an alternate State gradation is produced as provided in Subsection 703.05, notify the Project Engineer in writing. The target values with respect to the State gradation will be the

midpoint of the allowable State specification band. The allowable deviation (D) will be one-half the State specification bandwidth.

301.03. Delete the second paragraph.

301.08. Delete the text and substitute the following:

Aggregate for untreated aggregate courses will be evaluated and accepted under Section 2, Section 2, Contract Requirements, No. 13. Inspection (Ref. V Rule 242-58).The upper and lower specification limits for gradation are the approved target values plus or minus the allowable deviations. For surface courses, the upper and lower specification limits for plasticity index are shown in Table 703-3. The aggregate will be tested for acceptance on samples taken from its final location immediately prior to compaction. Obtain and test three samples in accordance with AASHTO T 27 and T 11. The Project Engineer will determine sampling locations.

Construction of untreated aggregate courses will be evaluated under Section 2, Contract Requirements No. 13. - Inspection and Section 2, Contract Requirements No.17 (c) - Samples and Tests. Preparation of the surface on which the aggregate course is placed will be evaluated under Section 204 or 303 as applicable.

301.10. Delete the first paragraph and substitute the following:

The accepted quantities will be paid at the contract price per unit of measurement for the pay items shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 303. - ROAD RECONDITIONING

303.04. Add the following:

Shoulder and ditch reconditioning includes reshaping and regrading slopes, ditches, culvert inlets and outlets, clearing vegetation from the edges of the pavement and cutting all vegetation within the limits of reconditioning specified on the plans.

303.10. Add the following:

This item shall include all saw cutting necessary to complete roadway reconstruction and other miscellaneous work including brush removal, full depth patching of failed and cracked areas of the roadway with aggregate and asphalt base course, and shoulder reconstruction. All failed areas along the edge of the roadway shall be properly prepared prior to overlay. Preparatory work required shall be paid under this item.

Section 402.—HOT ASPHALT CONCRETE PAVEMENT

402.01. Add the following:

Furnish asphalt binder AC-30.

402.03. Add the following:

If an alternate Marshall designed mixture with the same maximum size aggregate as the specified grading meets the requirements for the location and type of facility being constructed as designated by the current USVI DPW specification. Submit the aggregate quality, graduation requirements, and mixture criteria for the asphalt concrete mix for approval before production.

402.03(b). Add the following:

For alternate job-mixes, submit a job-mix formula that is currently approved and has been tested by the USVI DPW or other Government agencies within a year of the date of intended use. Include documentation from a State highway official certifying that it is an approved State mix.

402.18. Add the following:

Sawcutting and removal will not be measured. Payment for Sawcutting and removal is paid for indirectly under the above pay item show in the bid schedule.

Location and Station of begin and end construction shown in plans is approximate and may need to be adjusted in the field.

Section 412. - ASPHALT TACK COAT

412.02. Add the following material:

Emulsified Asphalt (RS-1)	702.03

Section 601.--MINOR CONCRETE STRUCTURES

601.03. Delete the first sentence and substitute the following:

Conform to Table 601-1 or furnish a concrete mix used locally by either a Federal or Local agency for the construction of minor concrete structures. The mix shall meet the minimum 28-day compressive strength requirement of Table 601-1.

Section 602.--CULVERTS AND DRAINS

602.03. Add the following:

Furnish culvert pipe for use along or crossing Route 30, from the following group:

- Corrugated Polyethylene Pipe (HDPE)

Culvert pipe for use in all other areas may be reinforced concrete or plastic.

602.03. General. Delete this subsection and substitute the following:

602.03. General. Furnish culvert pipe with a wall thickness not less than that shown on the plans or determined from the fill-height tables included in the plans. Use the same material and coating on all contiguous pipe sections and special sections, such as elbows and branch connections.

The plans show the size and approximate location and length of culverts. Determine final location, skew, length, elevations, and grade according to Subsection 152.03(g). Do not order culvert material until the Project Engineer has accepted the final structure size, length, and alignment.

Perform excavation and backfill work under Section 209

Section 611.—WATER SYSTEMS

611.03. Add the following:

Refer to the Government of the Virgin Islands of the United States Supplemental Installation Specifications for additional requirements for the installation of the irrigation systems.

Section 617.—GUARDRAIL

617.01(d). Add the following:

Provide a terminal section, which meets NCHRP 350, Test Level III criteria. Refer to the following internet web site for the latest approved hardware:

http://safety.fhwa.dot.gov/programs/roadside_hardware.htm.

Obtain the CO's approval prior to ordering or installing an NCHRP-350 terminal section.

617.02. Add the following:

Use steel guardrail, type 2.

Use steel guardrail posts with W-beam type guardrail.

617.03. Posts. Delete this subsection and substitute the following:

617.03. Posts. Where pavement is within 3-feet of the guardrail, set posts before placing the pavement where it is not possible to maintain a 2-foot minimum distance between the back of the guardrail post and the top of a slope 1:2 or steeper, increase the post length to 8-feet. Where an impenetrable object is encountered, use a short post. Treat field cuts for wood posts with two coats of preservative treatment applied with a brush or a sprayer. Do not place field cuts in contact with the ground. Anchor short posts in concrete. Backfill and compact the remaining hole with acceptable material. Do not use long or short posts in terminal sections. Drive posts into pilot holes that are punched or drilled. The dimensions of the pilot hole shall not exceed the dimensions of the post by more than 6-inchs. Set posts plumb, backfill, and compact.

The locations of guardrail are estimated only. After field stakeout and before ordering, submit exact lengths, locations, curved sections and end treatments in writing to the CO for verification. Guardrail blockouts for steel post guardrail shall meet NCHRP 350, Test Level III criteria and be

accepted for use by the FHWA for use on the National Highway System as manufactured or licensed for manufacture by:

Valley Rubber, L.L.C., Hartselle, Alabama; Millennium Plastic Wood, L.L.C., Wichita, Kansas; CAMMCO, INC., Anniston, Alabama; R&P Products, Paris, Ohio; Bryson Products, Inc., Bethlehem, Pennsylvania; Aloha Plastic Recycling, Inc., Kahului, Hawaii; Consource Plastic Recycling Corporation, Tampa, Florida; Polywood Plastic and Lumber, Inc., South Planfield, New Jersey; Central Fabricators, Inc., Kosciusko, Mississippi; Mondo Polymer Technologies, Inc., Reno, Ohio; Creative Building Products, Fort Wayne, Indiana; Ramco International, Pittsburgh, Pennsylvania; or approved equal.

617.05. Terminal Sections. Delete the third paragraph and substitute the following:

When flared or tangent terminals are required, submit drawings from the manufacturer for the terminals according to Subsection 104.03.

617.10. Add the following to the first paragraph:

This includes curved guardrail sections.

Section 625.—TURF ESTABLISHMENT

625.01. Add the following:

The work does not include areas previously protected by soil erosion control measures according to Section 157, and upon which permanent suitable vegetation has started growth.

625.03. Delete the first sentence and substitute the following:

Apply turf establishment to finished slopes and ditches within 14 days after completion of construction on that portion of the site.

625.11. Measurement. Add the following:

Turf Establishment will not be measured for payment.

Section 626.—PLANTS, TREES, SHRUBS, VINES, AND GROUND COVERS

626.06(b). Delete the text and substitute the following:

Excavate planting pits to a depth such that the rootball rests on an undisturbed soil pedestal as shown on the plans and set so that the rootball is 2 to 3 inches (5 to 7.5 centimeters) above the grade for trees and 1 to 2 inches (2.5 to 5 centimeters) above grade for shrubs. Crown the bottom so that the bottom slopes away from the roots in all directions. Loosen soil at the sidewalls and bottom of the plant pit to a depth of 6 inches (15 centimeters) before setting the plant.
Do not leave any planting holes open overnight.

626.07(b). Delete the fourth and fifth sentences and substitute the following:

Backfill around the plant ball to half the depth of the ball, tamping at 6-inch (15-centimeter) intervals to fill voids around the ball and thoroughly water.

626.07(b). Delete the last sentence and substitute the following:

Do not remove or pull the burlap and twine out from under the ball. Backfill the remainder of the pit and tamp around the root ball.

626.07(c) Add the following after the first sentence:
Score the rootball to a depth of 1 inch (2.5 centimeters) along the entire side equally on 4 sides.

626.10. Delete the first sentence and substitute the following:

Support trees with stakes driven at equal spaces around the outside perimeter of the tree pit and to sufficient depth to hold trees firmly. Do not drive stakes through the rootball.
Cut pieces of hose long enough to extend 2 inches (5 centimeters) past the trunk of the tree when wrapped around. Place the hose around the trunk just below the first lateral branch for deciduous trees and halfway up the height of evergreen trees as shown on the plans. Thread a double strand of wire through the hose and pull both ends horizontally beyond each stake by 3 feet (1 meter).

Provide approximately 1 to 3-inches (2.5 to 7.5-centimeters) sway in the tree with the stakes in the vertical position after the guying is attached.

Stake trees no later than 48 hours after planting.

Section 633. - PERMANENT TRAFFIC CONTROL

633.01. Add the following:

Place permanent traffic control signs as directed by the Project Engineer.

633.04. Add the following:

Fabricate posts from steel.

633.05 (a) Panels. Add the following:

Fabricate sign panels from aluminum.

Section 634.--PERMANENT PAVEMENT MARKINGS

634.03. General. Add the following:

Remove all conflicting pavement markings according to subsection 635.13.

Section 635. — TEMPORARY TRAFFIC CONTROL

635.11. Add the following after the second sentence of the first paragraph:

Use temporary barriers that meet test level use TL-2 for speeds less than or equal to 45 mph

criteria, per NCHRP Report 350 for crashworthiness standards.

635.11. Delete the second paragraph and substitute the following:

Mount flexible plastic 6-inch by 6-inch delineators with Type III or IV retroreflective sheeting to the top of concrete barriers on 25-foot centers. Furnish white sheeting when the delineator is to the left of traffic and yellow when to the right.

635.11B. Add the following:

Use water filled plastic barriers as approved by the CO. Provide current standards and specifications to the CO for approval 14 days prior to installation of the barriers.

Final location of barriers will be determined in the field and approved by the CO. Terminate barrier ends outside the minimum clear zone limits.

Section 701.--HYDRAULIC CEMENT

701.01. Portland Cement and Masonry Cement. Add the following: For

pipe culverts, use one of the following:

(a) Low alkali Portland cement. Conform to AASHTO M 85, limiting alkalies according to Table 1A in AASHTO M 85.

(b) Blended hydraulic cement. Use AASHTO M 240, type 1S, 1S-A, 1P, or 1P-A cement.

Section 702.–ASPHALT MATERIAL

702.01. Delete the first sentence and substitute the following:

Asphalt binders, including those with antistripping additives and binder blends with hot recycled mixtures, shall conform to AASHTO M 226, Table 2, for viscosity graded binders and AASHTO MP 1 for performance graded binders.

Section 703.—AGGREGATE

703.02. Add the following:

Gravel will not be permitted.

703.05(a). Delete items (3) and (4).

703 .05(a) (5). Delete and substitute the following:

(5) Fractured faces, ASTM D 5821 50% min.

703.05(b). Add the following:

(3) Plasticity Index, AASHTO T90 3 Max

703.05(b). Add the following:

Material shall have a minimum California Bearing Ratio of 70% as determined by AASHTO T 193 at 95% of maximum dry density in accordance with AASHTO T 180 (Method D).

703.05(b). Delete Table 703-2 and substitute the following:

Table 703-2
Target Value Range for Subbase and Base Gradation

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)				
	Grading Designation				
	A (Subbase)	B (Subbase)	C (Base)	D (Base)	E (Base)
2 1/2 in.	100 (1)				
2 in.	97-100 (1)	100 (1)	100 (1)		
1 1/2 in.		97-100 (1)			
1 1/4 in.					
1 in.	65-79 (6)		80-100 (6)	100 (1)	
3/4 in.			64-94 (6)	86-100 (6)	100 (1)
1/2 in.	45-59 (7)				
3/8 in.			40-69 (6)	5 1-82 (6)	62-90 (6)
No. 4	28-42 (6)	40-60 (8)	3 1-54 (6)	36-64 (6)	36-74 (6)
No. 40	9-17 (4)			12-26 (4)	12-26 (4)
No. 200	4.0-8.0 (3)	4.0-12.0 (4)	4.0-7.0 (3)	4.0-7.0 (3)	4.0-7.0 (3)

( ) Allowable deviations (+/-) from the target values.

703.07(a). Delete line (3) and substitute the following:

(3) Fractured faces, ASTM D 5821 75 min.

703.07(a). Delete item (4).

703.07(b). Delete item (1).

Add the following:

703.19. Reclaimed Asphalt Pavement (RAP). Furnish RAP that is processed in some form (by crushing and screening, or milling) to produce a uniform gradation and AC content. Process RAP so that no particle in the final mixture will exceed the maximum aggregate size at the time of production and discharge into the transport vehicle. Provide RAP material with a maximum of 2 percent deleterious materials.

Section 705.--ROCK

705.02. Riprap Rock. Delete the text and substitute the following:

705.02. Riprap Rock. Furnish hard, durable, angular rock that is resistant to weathering and water action and free of organic or other unsuitable material. Do not use shale, rock with shale seams, or other fissile or fissured rock that may break into smaller pieces in the process of handling and placing. Conform to the following:

(a) Apparent specific gravity, AASHTO T 85	2.50 min.
(b) Absorption, AASHTO T 85	4.2% max.
(c) Coarse durability index, AASHTO T 210	50 min.
(d) Gradation for the class specified	Table 705-1

Section 709.--REINFORCING STEEL AND WIRE ROPE

709.01(b). Delete the text of this subsection and substitute the following:

Furnish deformed, grade 60 bars conforming to AASHTO M 31.

709.01(c). Add the following:

Furnish bars conforming to Subsection 709.01(b).

709.01(d). Delete the text of this subsection and substitute the following:

Furnish deformed, grade 60 bars conforming to AASHTO M 31.

709.01(e). Delete the first sentence of text in this subsection and substitute the following:

Furnish plain, grade 60 bars conforming to AASHTO M 31 with M14 rolled threads or M16 cut threads.

709.01. Add the following after 709.01(l):

(m) Spiral Reinforcement. Conform to AASHTO M32, or to the strength and elongation requirements of AASHTO M3 1, Grade 60.

Section 711.--CONCRETE CURING MATERIAL AND ADMIXTURES

711.03. Delete the text of this subsection and substitute the following:

711.03. Chemical Admixtures. Furnish water-reducing, retarding, set accelerating, and hydration stabilizing admixtures, or combinations thereof, conforming to AASHTO M 194. For hydration stabilizing admixtures, conform to AASHTO M 194, type B or D.

Add the following after Subsection 711.04:

711.05. Fiber Reinforcement. Furnish a polypropylene fiber conforming to ASTM C 116, Type 3, and compatible with the constituents of the concrete mixture. Furnish documentation of compatibility from the manufacturer.

Section 725.--MISCELLANEOUS MATERIAL

725.11. Delete the text and substitute the following:

725.11. Precast Concrete Units and Accessories.

(a) Reinforced concrete manholes sections. Conform to AASHTO M 1 99M.

(b) Concrete barrier. Conform to ASTM C 825.

(c) Reinforced concrete crib wall members. Conform to ASTM C 915.

(d) Underground concrete utility structures. Conform to ASTM C 858.

(e) Concrete water and waste water structures. Conform to ASTM C 913.

(f) Solid concrete interlocking paving units. Conform to ASTM C 936.

(g) Other precast concrete units not covered by the preceding requirements. Cast the units in substantial permanent steel forms. When reinforcing steel is required, conform to Section 709. Provide additional reinforcement as necessary for handling the units. Use concrete conforming to the following:

(1) 28-day strength, AASHTO T 22	3500 psi min.
(2) Air content by volume, when required	
3/8 inch max. Size aggregate	5% min.
> 3/8 inch max. Size aggregate	4% min.

Cure the units according to AASHTO M 170M.

Cast a sufficient number of concrete cylinders from each unit or lot of units to permit compression tests at 7, 14 and 28 days. Make at least 3 cylinders for each test. If the strength requirement is met at 7 or 14 days, the units can be certified for use 14 days from date of casting.

Do not use precast concrete units when:

*Cylinders that are properly sampled, cast, and cured, do not meet the strength requirement by an age of 28 days.

*Cracks, honeycombed, or patched areas are larger than 30 in 2.

Supplemental Installation Specifications
Project VI–30(39)
MORAVIAN HIGHWAY IMPROVEMENTS

VIDEO DETECTION SYSTEMS

GENERAL - The Work to be performed under this section consists of furnishing, installing and wiring of the complete Video Detection System (VDS) at the locations shown on the Plans and in accordance with the conditions set forth. The Work also includes testing, training, warranties, and guarantees as designated in the Specifications.

1. The VDS shall have the following general high level requirements
    a. The system shall be non-intrusive.
    b. The system shall use video image processing technology.
    c. The system shall at a minimum collect volume, classification (3 or 4 types), speed, and occupancy.
    d. A single system shall be capable of continuously collecting data for up to 6 lanes of traffic.
    e. The camera shall be mounted on an overhead Structure directly over the travel lanes.
    f. The collected data shall be stored in the field for at least 30 continuous days.
    g. The system shall enable data collection to the Department's Central traffic signal communication network.
2. The VDS shall consist of
    a. A self-contained Video Traffic Sensor, camera lens, mounting equipment, all other associated hardware
    b. Video Detection System Processor
    c. Video Detection System Processor Software for installation and subsequent maintenance tasks
    d. VTFDS Central Software
    e. VTFDS Central Hardware

Provide a 36-month warranty or the manufacturers' standard warranty, whichever is greater on the video detection system.

Ensure that the warranty period begins on the date of shipment to the project. Ensure that each system has a permanent label or stamp indicating the date of shipment.

The warranty to include, technical support shall be available from the supplier, at no cost, via telephone within 4 hours of the time a call is made, from factory-certified personnel or factory-certified installers.

The warranty to include, updates to video detection processor and application software shall be available from the manufacturer without charge.

A. Functional Capabilities. Provide camera systems able to transmit NTSC video signals up to 1,000 feet (300 m).

Furnished video detection system configuration shall utilize video processors with 1 or more video inputs and 1 video output, responding to specific site applications, camera locations and detection zones shown on the project plans.

B. Interface. Provide video inputs that accept RS170 (NTSC) signals from an external video

source. Provide a BNC type interface connector located on the front of the video processing unit.

Provide a LED indicator to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.

Provide one video output per processor module. The video output shall be RS170 compliant and shall pass through the input video signal. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC or RCA type.

Provide a serial communications port on the front panel. The serial port shall be compliant with RS-232 or RS-422 electrical interfaces and shall use a DB9 or RJ45 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information.

Furnish interface software. The interface protocol shall support multi-drop or point-to-multipoint communications. Each video detection system shall have the capability to be individually IP addressable either built in or with third party video server units.

Provide open collector contact closure outputs meeting NEMA TS2 requirements. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.

Provide LED status indicators on the front panel. The LEDs shall illuminate when a contact closure output occurs. Provide one output LED for each contact closure output.

Provide a mouse compatible port on the front panel of the video processing unit. The mouse port shall be used as part of the system setup and configuration. Provide a compatible mouse with each video detection system.

C. Functionality. Detection zones shall be programmed via an on-board menu displayed on a video monitor and a pointing device connected to the video detection processor. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters.

The video detection processor shall detect vehicles in real time as they travel across each detection zone.

The video detection processor shall have an RS-232 port for communications with an external computer. The video detection processor port shall be multi-drop capable.

The video detection processor shall accept new detection patterns from an external computer through the RS-232 port when the external computer uses the correct communications protocol for downloading detection patterns. Provide a Windows™-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability with the system.

The video detection processor shall send its detection patterns to an external computer through the RS-232 port, when requested, when the external computer uses the correct communications protocol for uploading detection patterns.

The video detection processor shall default to a safe condition, such as minimum recall, fixed recall or a constant call on each active detection channel, in the event of unacceptable interference with the video signal or low visibility conditions.

A user-selected output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

D. Vehicle Detection. A minimum of 24 detection zones per camera input shall be possible, and each detection zone shall be capable of being sized to suit the site and the desired vehicle detection region/type.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the video detection processor and displayed on a video monitor, to draw the detection zones on the video image from each video camera. Detection zones created in this manner shall be compatible with the PC-based software provided with the system.

The video detection processor's memory shall be non-volatile to prevent data loss during power outages.

When a vehicle is detected crossing a detection zone, the corners or entire zone of the detection zone shall flash on the video overlay display to confirm the detection of the vehicle.

Detection shall be at least 98% accurate in good weather conditions, with slight degradation acceptable under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility.

The video detection processor shall maintain normal operation of existing detection zones when one zone is being added or modified. The video detection processor shall output a constant call on any detector channel corresponding to a zone being modified and shall resume normal operation upon completion.

Detection zones shall be directional to reduce false detections from objects traveling in directions other than the desired direction of travel in the detection area.

The video detection processor shall process the video input from each camera using a microprocessor at 30 frames per second at one volt peak to peak 75 1 or EIA 170 NTSC video standard.

The video detection processor shall output minimum recall, fixed recall or constant call for each enabled detector output channel if a loss of video signal occurs. The recall behavior shall be user selectable for each output. The video detection processor shall output a constant call during the background “learning” period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

Up to six detection zones per camera view shall have the capability to count the number of vehicles detected, measure classification and speed. The data values shall be internally stored

within the processor module for later retrieval through the RS-232 port. The data collection interval shall be user definable in periods of 5, 15, 30 or 60 minutes or by intersection cycle. Real-time data shall be retrieved from the PC-based software provided with the system.

E. Camera. Cameras shall be completely compatible with the video detection processor and shall be certified by the manufacturer to ensure proper system operation.

The detection system shall produce accurate detector outputs under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.009 to 930 foot-candles (0.1 lux to 10,000 lux).

The camera shall use a color CCD sensing element with resolution of not less than 470 lines horizontal and 400 lines vertical.

The camera shall include mechanisms to compensate for changing of lighting by using an electronic shutter and/or auto-iris lens.

The camera shall include a motorized variable focal length lens with factory preset focus that requires no field adjustment. Zooming of the camera lens to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier. The horizontal field of view shall be adjustable from 8.1 to 44.3 degrees. Camera configuration shall be customized for each approach based on field site conditions and the project plans.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The camera shall be housed in a weather-tight sealed enclosure. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield shall be less than 6" (150 mm) diameter, less than 15" (375 mm) long, and shall weigh less than 6 pounds (2.7 kg) when the camera and lens are mounted inside the enclosure.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The heater shall directly heat the glass lens and require less than 5 watts over the temperature range.

When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -30°F to +140°F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH.
Power consumption of the camera shall be 15 watts or less under all conditions.

The camera enclosure shall be equipped with separate, weather-tight connections for power and setup video cables at the rear of the enclosure. These connections shall allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module furnished under this bid item.

The video signal output by the camera shall in accordance with NTSC standards.

All necessary mounting brackets shall be mounted to pole shafts, mast arms, or other structures to mount cameras as indicated on the project plans. Mounting brackets shall result in a fixed-position mounting.

F. Video Cable. The cable provided shall be as recommended by the manufacturer for optimal video detection performance. The cable shall be either multi-paired jacketed cable or coaxial cable. Coaxial cable can be used between the camera and the video detection processor in the traffic signal controller cabinet and shall be as recommended by the manufacturer, or a Department approved 75 ohm precision video cable with 20 AWG solid bare copper conductor (9.9 ohms/M), RG-59, U-Type, solid polyethylene insulating dielectric, 98% (min) tinned copper double-braided shield and light blue polyethylene jacket previously proven to provide successful operation with the video detection system.
The signal attenuation shall not exceed 0.78 dB per 100 feet (30 m) at 10 MHz.

Nominal outside diameter shall be approximately 0.305 inches (7 mm).

Coaxial cable shall be suitable for installation in conduit and in exposed sunlight environment. 75-ohm BNC plug connectors shall be used at both the camera and cabinet ends. The coaxial cable, BNC connector, and crimping tool recommended by the manufacturer of the video detection system shall be used and installed per the manufacturer's recommended instructions to ensure proper connection.

Multi-paired jacketed cable shall include a minimum of four individually paired No. 19 AWG communication cables with an overall shield. Pairs shall not be individually shielded. Paired cable and power cables may be installed under the same outer jacket.

G. Power Cable. Power cable shall be rated for 90°C, 300 volt, 16 AWG, stranded, three-conductor cable with a nominal outside diameter of approximately 0.330 inches (8 mm). Conductor insulation color code shall be black, white and green. Outside jacket shall be black.

Camera power cable shall be suitable for installation in conduit and in exposed sunlight environment, and UL listed.

The power and video cable may be installed under the same outer jacket.

H. Surge Protection. Provide surge protection devices for all new or added video detection devices as recommended by the manufacturer. Coaxial cable shall be protected with an inline surge suppressor as recommended by the manufacturer or a panel mounted surge suppressor as recommended by the manufacturer or approved equal, installed and grounded per video detection manufacturer’s recommendations.

I. Operation From Central Control. The central control must transmit and receive all information needed for detector setup, monitor the vehicle detection, view the vehicle traffic flow at a rate of 2 frames per second to 5 frames per second, and interrogate all required stored data. The remote communications link between the Video Detector processor unit and central control shall be wireless or fiber-optic cable, as shown on the plans. Communications with the central control must not interfere with the on-street detection of the VIVDS processor. Quality of the video at 2 frames per second rate must be such that the view with the traffic flow is clear and in focus.

J. Remote Data Collection and Storage. Provide a video detection system processor that independently computes the following traffic parameter data in each lane of detection:

i. Volume

ii. Speed

iii. Vehicle classification (3 or 4 types)

iv. Interval Duration - Provide a video detection system processor capable of computing and storing all traffic parameters by lanes in user selectable time intervals of one (1) minute, five (5) minutes, ten (10) minutes, fifteen (15) minutes, thirty (30) minutes, and sixty (60) minutes.

v. Memory - Store all traffic parameter data in non-volatile memory within the video detection system processor. This data shall be capable of being retrieved through a HTTP server or through a dial up connections. The memory shall have the capacity to store data for 30 continuous days.

vi. Data Retrieval - Transfer traffic parameter data from the video detection system processor's non-volatile memory to the Department administrative building through a dial up connection.

Detector Configuration

i. Storage Format - Store collected traffic parameter data that is retrieved from the video detection system processor in readily accessible ASCII format.

ii. Data Display Format - Allow for displaying the collected traffic parameter data in the numeric format. Image Capture: Allow still image capture (snapshot) from all of the video detection system processor's active video inputs and provide for downloading the image for display or storage as a picture file. Capture and transmit the still image in JPEG format to transmit to the Central Office.

iii. Communications - Perform communications to video detection system processor for detector configuration through the dial up communication.

Include an embedded HTTP server in the video detection system processor. The embedded HTTP server shall allow a remote user with a standard web browser to gain remote access, collect data, control, and configure the VDS. The server shall include multilevel password protection for a minimum of 10 users. The VDS shall also keep an access log that records user and time of access.

Supplemental Installation Specifications
Project VI–30(39)
MORAVIAN HIGHWAY IMPROVEMENTS

LANDSCAPE IMPROVEMENTS – IRRIGATION SYSTEM

Final location of items will be determined in the field, as directed by the CO.

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1. Scope of Work
2. Submittals
3. Utility Coordination
4. Instruction
5. As-Built
6. Catalog and Specification Sheets
7. Guarantee
8. Acceptance

1. SCOPE OF WORK

Center medians:

A soaker system will be located in each large median. All medians will have a high quality soaker system for shrubs within the existing planters. Control boxes shall be installed inside medians where the plan shows. A slow drip system will be installed.

The work contemplated by these specifications consists of the labor, material, equipment, and services required for all work as described herein.

2. SUBMITTALS

Contractor shall provide shop drawing for approval prior to ordering materials and commencing work. Contractor shall provide submittals for all materials.

3. UTILITY COORDINATION

Contractor shall coordinate the installation with WAPA. Contractor shall verify the location of the existing water main located under Route 30. Contractor to assume a maximum of nine (9) 1” meters. Contractor shall be responsible for all fees and costs associated with establishing water service.

4. INSTRUCTIONS

After completion of the system the Contractor shall instruct the Owner and Owner’s personnel in the proper operation and maintenance of the system.

5. AS-BUILT PLAN

After completion of the installation, the Contractor shall provide a reproducible drawing showing all sprinkler heads, valves, and piping to scale with dimensions where required.

6. CATALOG AND SPECIFICATION DATA

The Contractor shall collect two sets of catalog and specification data including instruction for installation, operation, spare parts list and care of all equipment furnished under this contract.

7. GUARANTEE

The Contractor, for a period of one year from final acceptance, shall promptly repair or replace, at no cost to the Owner, any and all parts which prove to be defective from manufacturer or workmanship.

8. ACCEPTANCE

Before final acceptance is made, the Contractor must have in writing, from the Owner and Consultant that the system meets top quality installation and these specifications have been executed 100%.

MATERIAL SPECIFICATIONS

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1. Materials
2. Polyvinyl-Chloride Pipe (PVC)
3. PVC Pipe Fittings
4. Polyethylene Pipe (poly)
5. Polyethylene Pipe Fittings
6. Decoders
7. Valve Boxes
8. Automatic Controller
9. Backflow Prevention Device
10. Rain Switch

1. MATERIALS

All materials and equipment furnished under this contract shall be new and supplied by the regional authorized manufacturer representative for warranty purposes.

Soaker drip, irrigation, sprinkler heads, electric valves, and automatic controller shall be made by the same manufacturer, and be of top quality.

Soaker, Drip irrigation, sprinkler heads, valves, and automatic controller shall have a two-year product (not labor) manufacturer warranty.

All products listed must be installed to the manufacturer's recommendations.

2. POLYVINYL-CHLORIDE PIPE (PVC)

All **Mainline piping** (Piping under continuous pressure) 1-1/2" thru 6" shall be class 200 SDR 21, 200 PSI rating. This also includes 1-1/2" piping any and to all quick coupling valves.

All **Lateral piping** (Piping downstream of the automatic valve) 1-1/2" thru 3" shall be class 200 SDR 21, 200 PSI, having a minimum 200 PSI working pressure rating.

All PVC pipe shall be continuously and permanently marked with manufacturer's name, materials, size and schedule or type.

Pipe shall conform to A.S.T.M. (American Society for Testing and Materials) standards D2241 & D2672 or latest revision.

Materials shall conform to all requirements of A.S.T.M., D1784, or latest revision.

A two-step gluing process must be used, purple primer and blue glue.

3. PVC PIPE FITTINGS

PVC pipe fittings shall be constructed of Schedule 40 PVC.

A two-step gluing process must be used, purple primer and blue glue.

4. POLYETHYLENE PIPE (POLY)

All pipe 1-1/4" and smaller piping shall be flexible non-toxic polyethylene pipe made for 100% virgin material meeting N.S.F. (National Sanitation Foundation) standard #14 for use in pressure potable water applications, for 800 design stress.

All sizes shall have a minimum 100 P.S.I. working pressure rating. All polyethylene piping shall be continuously and permanently marked with the manufacturer's name, materials, size, and schedule. Pipe shall conform to A.S.T.M., D2239, and D1248 (3C5P34) or latest revision.

5. POLYETHYLENE PIPE FITTINGS

Plastic type PVC or nylon insert fittings and/or plastic, brass saddle tees, where applicable, shall be used.

All main line connections shall be double clamped.

All clamps shall be stainless storm worm gear or double clamped all stainless crimp type only.

6. DECODERS

If the two wire field decoders are used they shall be waterproof, preprogrammed, and installed in the valve box.

7. VALVE BOXES

Where quick coupling valves and manual section valves are used they shall be installed in a 10" round valve box.

All valve boxes shall be plastic an appropriately sized to allow serving of the valve and components without excavation of the box.

8. AUTOMATIC CONTROLLER

Any and all controllers shall be top quality and capable of operating system automatically and able to run decoders.

9. BACKFLOW PREVENTION DEVICE

Backflow preventer shall be of top quality to prevent water contamination.

10. RAIN SWITCH

Must have a quality wireless rain sensor with by-pass switch. Unit shall also have a programmable rain delay from one to seven days.

INSTALLATION

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1. Underground Structures
2. Excavating and Backfilling
3. Piping
4. Wire
5. Sleeving
6. Backflow Prevention Device
7. Sprinklers
8. Controller
9. Valve Boxes
10. Improperly Operating or Located Equipment

1. UNDERGROUND STRUCTURES

The Contractor shall be liable for the damages to and the cost of repairing or replacing any buried conduit, cables or piping encountered during the installation of the work, unless they were not marked or the Contractor was not previously informed of such underground utilities.

2. EXCAVATING AND BACKFILLING

When backfilling, all backfill material shall be free from rock, large stone or other unsuitable substances to prevent damage to the pipe.

All backfill material will be compacted in 6” layers to grade to insure that no settling results.

3. PIPING

Piping shall be capped and secured at the end of each work day to prevent entrance of foreign material and damage or rising of pipe.

All piping shall be flushed of construction material.

4. WIRE

Irrigation wire, if required, shall be installed in the same trench as the main line piping.

At each valve connection a minimum 2’ of slack wire shall be provided to facilitate future service.

All underground splices shall be waterproofed with the wire connectors and Direct Burial Splice Kit (DBY).

5. SLEEVING

Pipe and wire crossing under roads, walkways, permanent fixtures or surfaces, etc. shall be enclosed in PVC sleeving, class 200 PVC minimum.

Sleeving depth shall be a minimum of 18” and a maximum of 24” under items crossed (curbs, roadways, and pathways). Sleeving under sidewalk will be a minimum of 6” maximum of 12”.

All sleeves shall extend beyond the edge of paving or construction by 12” minimum. Any sleeve forgotten within project will be installed by contractor at their expense.

6. **BACKFLOW PREVENTION DEVICE**
   All potable sources shall be protected by the appropriated backflow preventer.

7. **DRIP EMITTER**
   Drip emitters shall be pressure compensating, self-flushing and have 1 or 2 gallon per hour flow rate at 20 psi minimum to 30 psi maximum, with a barbed connector. The flow rate shall be independent of temperature as to sun or shade, night or day. Use rigid schedule 40 PVC pipe for supply (lateral) lines to center of drip area limits and polyethylene drip tubing to the emitter. The emitter assembly shall include drip emitters, a barb by barb connector and ¼ in. drip distribution tubing.

8. **CONTROLLER**
   The controller or controllers shall be mounted in appropriated locations.

   The drip irrigation controller or controllers shall be battery operated and shall consist of a 1-NPS, bronze or brass construction valve and pressure regulating device to reduce water pressure to the level for which drip emitters are rated.

9. **VALVE BOXES**
   All valve boxes shall be supported in the ground using paver style bricks in every corner or side.

   Wood supports of any kind are not allowed.

10. **IMPROPERLY OPERATING OR LOCATED EQUIPMENT**
    Any equipment which fails to operate properly and/or is located incorrectly shall be promptly corrected or relocated at the Contractor’s expense.

PERMITS OBTAINED

MORAVIAN HIGHWAY PAVEMENT PRESERVATION
PROJECT #VI-0030(039)

Earth Change
Building

General

The contractor shall ensure that the Project Manager representing the Prime Contractor has read and understands this section of the contract. Prior to commencing any work on site, the Contractor shall provide the Contracting Officer with a signed statement from the Project Manager stating that the Project Manager has read, understands and will abide by the conditions of the following permits in this section. Included in this section are the Building and Earth Change Permits. Any other permits required for this contract shall be acquired by the contractor.