



Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, 3RD FLOOR, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0828

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.774.9587

[HTTP://DPP.VI.GOV](http://dpp.vi.gov)



Executed letter

March 17, 2021

Mr. Eason Jeffers
General Manager
Virgin Islands Asphalt Products Corporation
P.O. Box 1549
Kingshill, St. Croix, VI 00851

RE: S018BDPWC20 (VIAPC) Roadside Repairs (Emergency) for the Islands St. Croix, St. Thomas, and St. John USVI for the Department of Public Works

Dear Eason Jeffers:

Transmitted herewith is the attached fully Renewal Supply Contract (Supply Contract) to provide Roadside Repairs (Emergency) for the Islands St. Croix, S. Thomas, and St. John USVI for the Virgin Islands Department of Public Works, during the period of **March 23, 2021**, through **March 22, 2022**. **Virgin Islands Asphalt Products Corporation** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **Virgin Islands Asphalt Products Corporation** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity all documents via email to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement, at 340-773-1561 ext. 5244 or email dynell.williams@dpp.vi.gov.

Respectfully,

Dynell R. Williams
Deputy Commissioner of Procurement

DRW/mth



Department of Property & Procurement

Government of the United States Virgin Islands

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March 11, 2021

Eason Jeffers
General Manager
Virgin Islands Asphalt Products Corporation
P.O. Box 1549
Kingshill, St. Croix VI 00851

**RE: Renewal Option
S18BDPWC20 (VIAPC)**

Dear Mr. Smith:

Transmitted herewith is a Renewal Option to provide **Roadside Repairs (Emergency) for the Islands St. Croix, St. Thomas, and St. John USVI for the Department of Public Works during the period of March 23, 2021 through March 22, 2022.** Services provided will be made in accordance with the terms and conditions of the contract.

We invite your attention to the General Provisions of said contract particularly to Section II concerning default.

To complete and facilitate the movement of your contract the following is required:

1. Initial all documents in the bottom right hand corner (BLUE INK ONLY)
2. Sign the original contract in the presence of one (1) witnesses (BLUE INK ONLY)
3. Current VI Business License
4. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required—blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
5. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
6. Sam.Gov Registration
7. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract.
8. Articles of Incorporation (and applicable amendments)
9. Tradename Certificate if company uses a tradename (valid for two years)
10. Certificate of Good Standing (valid from July 1st thru June 30th)
11. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)

Upon receipt of the requested information, please return all documents to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement at 340-773-1561 ext. 5244 or email dynell.williams@dpp.vi.gov.

Respectfully,


Anthony D. Thomas
Commissioner

ADT/drw/mth



OPCMR

EXERCISE OF RENEWAL OPTION

GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: S18BDPWC20 (VIAPC)

DATED: April 14, 2020

EXERCISE OF RENEWAL OPTION

Contractor	Description of Scope of Work/Services
Eason Jeffers Virgin Islands Asphalt Products Corporation P.O. Box 1549 Kingshill, St. Croix, USVI 00851	Roadside Repairs (Emergency) for the Islands St. Croix, St. Thomas, and St. John USVI for the Department of Public Works

Pursuant to the renewal option provision of Contract No. **S18BDPWC20 (VIAPC)**, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, **Department of Public Works** exercises its option to renew and does hereby renew the aforementioned contract for the period **March 23, 2021 through March 22, 2022**, at the stipulated cost therein.

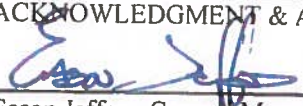
All the terms, covenants, and conditions of the contract affected shall continue in full force and effect.


Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement
#3274 Estate Richmond
Christiansted, St. Croix, USVI 00820

ACKNOWLEDGMENT & ACCEPTANCE:

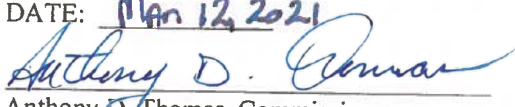
GOVERNMENT OF THE VIRGIN ISLANDS


Eason Jeffers, General Manager
Virgin Islands Asphalt Products Corporation


Derek Gabriel
Commissioner Nominee
Department of Public Works

DATE: Mar 12, 2021

DATE: March 12, 2021


Anthony D. Thomas, Commissioner
Department of Property & Procurement

3/17/2021
DATE



Department of Property & Procurement

Government of the United States Virgin Islands

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Executed letter

April 16, 2020

Mr. Eason Jeffers
General Manager
Virgin Islands Asphalt Products Corporation
P.O. Box 1549
Kingshill, St. Croix, VI 00851

RE: S18BDPWC20 (VIAPC) Roadside Repairs (Emergency) for the Islands of St. Croix, St. Thomas, and St. John, USVI for the Department of Public Works.

Dear Mr. Jeffers:

Transmitted herewith is the attached fully executed Task Order Contract (Task Order Contract) to provide Roadside Repairs (Emergency) for the Islands St. Croix, St. Thomas, and St. John USVI for the Department of Public Works during the period of ***March 24, 2020- March 23, 2021***. ***Virgin Islands Asphalt Products Corporation*** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). If ***Virgin Islands Asphalt Products Corporation*** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity.

Respectfully,

Dynell R. Williams

Deputy Commissioner of Procurement

DRW/ajl

xc: *Government of the Virgin Islands*
File

**GOVERNMENT OF THE VIRGIN ISLANDS
TASK ORDER CONTRACT**

Roadside Repairs (Emergency) for the Islands of St. Croix, St. Thomas and St. John USVI

This Agreement made this 14 day of April, 2020, in the Territory of the United States Virgin Islands by and between the Government of the Virgin Islands Department of Property and Procurement, on behalf of the Department of Public Works (hereinafter referred to as "Government") and Virgin Islands Asphalt Products Corporation, whose address is PO Box 1549, Kingshill, St. Croix, VI 00831 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide Roadside Repairs (Emergency) for the Islands of St. Croix, St. Thomas and St. John USVI; and

WHEREAS, the Contractor was selected in accordance with RFP-029-C-2019(F); and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addenda I and II; it is mutually agreed between the Parties as follows:

Section I. That for and in consideration of the prices and other terms and conditions of this Contract, the Contractor agrees to provide Roadside Repairs (Emergency) for the Island of St. Croix, USVI, to the Government when and where directed by the Commissioner of Department of Public Works. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I (Scope of Services), attached hereto and made a part of this Agreement.

Section II. The Government in consideration of the satisfactory performance of the services described in Addendum I, agrees to pay Contractor in accordance with invoices submitted and approved by Department of Public Works set forth in Addendum II (Compensation and Attachment) attached hereto and made a part of this Agreement. Both parties agree that no individual project assignment can exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

Section III. This Contract shall commence on March 23, 2020 and shall terminate on March 22, 2021 unless mutually extended or terminated by the Parties. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government. The services under this contract shall be for a period of one (1) year with a renewable option for a period of one (1) year.

Section IV. The Contractor agrees to provide the services outlined in Addendum I (Scope of Work) in accordance with the terms and conditions outlined in Addendum III (General Provisions), both attached hereto and made a part of this Agreement.

Section V. This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

Section VI. This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of Department of Public Works or authorized representative.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written. This Contract is executed in an original, in the year and day mentioned in the first paragraph.

WITNESSES:

Margelaine A. Njirani
Dyanette Holt

Fulco
Palmer

GOVERNMENT OF THE VIRGIN ISLANDS:

Anthony D. Thomas 4/14/2020
Anthony D. Thomas
Commissioner

Department of Property and Procurement

Nelson M. Petty, Jr. P.E. 4/8/2020
Nelson M. Petty, Jr. P.E.
Commissioner

Department of Public Works

CONTRACTOR

Eason Jeffers 4/13/2020
Eason Jeffers
General Manager

Virgin Islands Asphalt Products Corporation

(Corporate Seal if Contractor is a Corporation)

**ADDENDUM I
SCOPE OF WORK**

Item No.	Item Description	Unit	2019 T&E Order Prices
15101	Mobilization	%	
63501	Temporary Traffic Control		
63901	Barricades, Type III	EA	
63501	Construction, Type III (Retroreflective sheeting, 28" height)	EA	
63501	Construction Signs	EA	
63501	Ornate, Type II (Retroreflective sheeting)	EA	
63501	Flagger	HR	
15709	Silt Fence	LF	
20101	Clearing and Grubbing	S.F	
20303(A)	Removal of Concrete Pavement	SY	
20303(B)	Removal of Asphalt Pavement	SY	
20401	Excavation and Embankment	CY	
25101	Needle Pile	CY	
35101	Mortared Riprap	CY	
41301	Roadway Milling (2" Depth)	SY	
50101	Untreated Aggregate Course (Base/Subbase)	CY	
50502	Coarse Treated Aggregate Grading 1 1/2" depth	SY	
50501	Road Patching/Grubbing	STA	
40101(A)	Asphalt Concrete Pavement CL "A", GR, "D", Type IV Smoothness in place	TONS	
40101(B)	Asphalt Concrete Pavement CL "A", GR, "D", leveling base course in place	TONS	
40101(C)	Asphalt Concrete Pavement CL "A", GR, "D", material only	TONS	
41302	Tack Coat, Grade RS-1	GAL	
50101	Rigid Pavement	CY	
50101	Reinforced Concrete in place, including forms and rebar	CY	
60201(A)	18" Reinforced Concrete Pipe, CL III - in place	LF	
60201(A)	24" Reinforced Concrete Pipe, CL III - in place	LF	
60201(A)	30" Reinforced Concrete Pipe Culvert, Class III - in Place	LF	
60201(B)	36" Reinforced Concrete Pipe Culvert, Class III - in Place	LF	
60201(C)	48" Reinforced Concrete Pipe Culvert, Class III - in Place	LF	
60201(B)	18" HDPE Culvert - in Place	LF	
60201(B)	24" HDPE Culvert - in Place	LF	
60201(B)	30" HDPE Culvert - in Place	LF	
60201(B)	36" HDPE Culvert - in Place	LF	
60201(A)	48" HDPE Culvert - in Place	LF	
25301	Barrel Baskets	CY	
60905	Metal Ring Adjusted Manhole (24")	EA	
50901(A)	Paved Waterway Type IV	SY	
60901	Type F Curb and Gutter - in Place	LF	
61101	Adjust Water Valve Box	EA	
61501	Concrete Sidewalk (4")	SY	
63401(A)	Thermoplastic Pavement Marking, Type H (4" white/yellow)	LF	
63401(B)	Thermoplastic Pavement Marking, Type H (24" white)	LF	
71301	Roadside Improvement Material (Seed/Mulch)	SY	
61701	Guard Rail System, 64 Type II, Class B	LF	
61702	Guard Rail Terminal Section Type MELT	EA	
MISC	Miscellaneous Items (cost Plus 20%)	CP	

Licensed Contractor _____

President of Company _____

ADDENDUM II

COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in the bid's Scope of Work, agrees to make progress payments based on the invoices submitted by the Contractor, **Virgin Islands Asphalt Products Corporation**. The parties further agree that payments will be made in accordance with actual work performed at the rates set forth herein, and no individual project assignment can exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

GVI Negotiated Prices: See Attachment

ADDENDUM II ATTACHMENT

TASK ORDER UNIT COSTS - 5% CROW

Item No.	Item Description	Unit	2019 Task Order Prices
25201	Excavation	%	5%
63301	Temporary Traffic Control		
63301	Barriers, Type II	EA	\$ 228.00
63501	Construction Type II (Retroreflective sheeting, 24" height)	EA	\$ 105.00
63501	Construction Signs	EA	\$ 234.00
63301	Drums, Type II (Retroreflective sheeting)	EA	\$ 140.00
63901	Flagger	HR	\$ 28.00
15709	50' Traffic	LF	\$ 12.00
20201	Cleaning and Grinding	SY	\$ 8.00
20301(A)	Removal of Concrete Pavement	SY	\$ 78.00
20301(B)	Removal of Asphalt Pavement	SY	\$ 25.00
20401	Excavation and Embankment	CY	\$ 83.00
25101	Flagged Roadway	CY	\$ 190.00
25101	Marked Roadway	CY	\$ 350.00
41301	Reinforced Bitum (2" Depth)	SY	\$ 18.00
80101	Untraced Aggregate Course (Base/Subbase)	CY	\$ 120.00
80202	Cement Treated Aggregate Grading 1.5" depth	SY	\$ 60.00
80301	Road Reconstruction	STA	\$ 850.00
80301	Full Depth Reconstruction of pavement & base (8" depth) with cement	SY	\$ 78.00
40101(A)	Asphalt Concrete Pavement CL, FA, GR, O, Type IV, Subcondition in place	TONS	\$ 250.00
40101(B)	Asphalt Concrete Pavement CL, FA, GR, O, Type IV, Subcondition in place	TONS	\$ 250.00
40101(C)	Asphalt Concrete Pavement CL, FA, GR, O, Type IV, Subcondition in place	TONS	\$ 190.00
41201	Jack Base, Grade AS-1	GAL	\$ 10.40
50101	Reinforced Concrete in place, including forms and rebar	CY	\$ 1,200.00
60201(A)	18" Reinforced Concrete Pipe, CL II - in place	LF	\$ 826.72
60201(A)	24" Reinforced Concrete Pipe, CL II - in place	LF	\$ 765.00
60201(A)	30" Reinforced Concrete Pipe Culvert, Class III - in place	LF	\$ 275.00
60201(B)	24" Reinforced Concrete Pipe Culvert, Class III - in place	LF	\$ 305.00
60201(C)	48" Reinforced Concrete Pipe Culvert, Class III - in place	LF	\$ 375.00
60201(D)	18" HDPE Culvert - in place	LF	\$ 180.00
60201(E)	24" HDPE Culvert - in place	LF	\$ 205.00
60201(F)	30" HDPE Culvert - in place	LF	\$ 245.00
60201(G)	48" HDPE Culvert - in place	LF	\$ 287.00
60201(H)	60" HDPE Culvert - in place	LF	\$ 315.00
60401	Galvan Barrels	CY	\$ 470.00
60401	Metal Ring Adjusted Manhole (24")	EA	\$ 600.00
60801(A)	Paved Vicinity Type II	SY	\$ 175.00
60901	Type F, Curb and Gutter - in place	LF	\$ 85.00
61101	Adjustable Water Box	EA	\$ 400.00
61501	Concrete Sidewalk (4")	SY	\$ 190.00
63401(A)	Thermoplastic Pavement Marking Type H (4" white/yellow)	LF	\$ 4.50
63401(B)	Thermoplastic Pavement Marking Type H (24" white)	LF	\$ 24.00
71901	Booths Improvement Material (Seed/Mulch)	SY	\$ 38.00
81701	Guard Rail System, RS Type II, Class I	LF	\$ 85.00
81702	Guard Rail Terminal Section Type MBT	EA	\$ 8,900.00
84501	Machineable Road (not PMS 200)	CF	

See Plan 17/23/17

ADDENDUM III

GENERAL PROVISIONS

1. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the 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 of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

2. ASSIGNMENT

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

3. INDEMNIFICATION

Contractor agrees to indemnify, 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 Agreement and arising from any cause, except the sole negligence of Government.

4. TERMINATION

The Government shall have the right to terminate this Contract with cause on ten (10) days written notice to the other party specifying the date of 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 terms and/or duties under this Agreement 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) day notice.

5. 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.

6. 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

Anthony D. Thomas
Commissioner
Department of Property and Procurement
Building No. 1 Sub Base, 3rd Floor, St. Thomas
U.S. Virgin Islands 00802

Nelson M. Petty, Jr. P.E.
Commissioner
Department of Public Works
6002 Estate Capna's Hope
U.S. Virgin Islands 00820

CONTRACTOR

Eason Jeffers
General Manager
Virgin Islands Asphalt Products Corporation
PO Box 1549
Kingshill, St. Croix 00851

7. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the 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 therefrom, 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.

8. FAILURE TO DELIVER

Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

9. 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.



VIRGIN ISLANDS ASPHALT PRODUCTS CORPORATION

13H Estate Bethlehem, St. Croix, U.S. Virgin Islands

P.O. Box 1549
Kingshill, V.I. 00851

Tel. 340.778.0333 | 340.779.3737
Fax 340.778.2359

CERTIFICATE OF CORPORATE RESOLUTION

Virgin Islands Asphalt Products Corporation

The undersigned, Robert D. Halk, Secretary of the Virgin Islands Asphalt Products Corporation, a domestic Corporation formed on St. Croix, USVI, does hereby certify to the Government of the Virgin Islands that the corporation is and at all times herein relevant was duly qualified and is in good standing under the laws of the territory of the Virgin Islands and that the following resolution was duly adopted by the Board of Directors of Corporation on this 11th day of March 2021 and said actions therein described are permitted by the Articles and By-laws of the Corporation.

RESOLVED, That the Corporation be authorized to execute and deliver construction contracts between the Corporation and the Government under the terms of which the Corporation shall perform services for the Government.

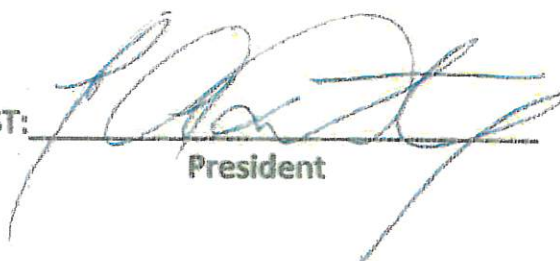
RESOLVED FURTHER, that Eason Jeffers, Project Engineer of this Corporation, acting singly, is hereby authorized and directed on behalf of the Corporation to execute and deliver to the authorized agent of the Government the Contract and any other related documents which may be required or requested by the Government.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of corporation on this the 15th day of March, 2021.



Secretary

ATTEST:



President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling St. Croix 5021 Anchor Way Gallows Bay Christiansted VI 00820		CONTACT NAME: Monica Robinson PHONE (A/C, No, Ext): (340) 773-2170 FAX (A/C, No): (340) 773-9550 E-MAIL ADDRESS: mrobinson@marshallsterling.vi	
INSURED Virgin Islands Asphalt Products Corporation P.O. Box 1549 Kingshill VI 00851-1549		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds CEU INSURER B: Certain Underwriters at Lloyds LOX INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL20102711937**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		B1230PC03119A20	09/29/2020	09/29/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Employee Benefits \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAPLOX15852	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Asphalt Paving Company

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

Date : JANUARY 15, 2021

Office of the Custodian, Government Insurance Fund

DEPARTMENT OF FINANCE

Certificate of Government Insurance Coverage

I certify that the employer **VIRGIN ISLANDS ASPHALT PRODUCTS CORPORATION**
has filed with the Custodian of the Government Insurance Fund, the Employer's Report to the
Commissioner of Finance and paid the required premium in accordance with the provision of Title
24 Chapter 11, Section 273, of the Virgin Islands Code, and accordingly is entitled to the rights
and benefits of the insurance coverage established by law. The risk of this employer is covered
By policy **5596** for the period from **JANUARY 01, 2021 TO DECEMBER 31, 2021.**

NAME & ADDRESS OF EMPLOYER:

VIRGIN ISLANDS ASPHALT PRODUCTS CORPORATION

P.O. BOX 1549

KINGSHILL, VI 00851


Anthony Setkridge
Director Government Insurance Fund

Malvina Jackson

From: Dun & Bradstreet <DandB@click.dandb.com>
Sent: Thursday, April 27, 2017 9:48 AM
To: Malvina Jackson
Subject: Your DUNS Lookup Request for VIRGIN ISLANDS ASPHALT PRODUCTS, CORP

Having trouble seeing this email? [View it online](#)

04/27/2017

Malvina Jackson,

The following is the DUNS number for **VIRGIN ISLANDS ASPHALT PRODUCTS, CORP**:
DUNS number: **090631839**

If this is **YOUR COMPANY**, take advantage of [CreditBuilder™](#), our next generation credit building solution.

With **CreditBuilder** you can:

- ☐ Get unlimited access to your business credit file
- ☐ Ensure you are always aware of the most current D&B information your banks, suppliers, competitors and customers are using to evaluate your business
- ☐ Get alerts when there are changes to your business credit file

ARTICLES OF INCORPORATION

OF

VIRGIN ISLANDS ASPHALT PRODUCTS CORPORATION

WE, the undersigned, of lawful age, in order to form a corporation pursuant to the Code of Laws of the Virgin Islands of the United States, do hereby certify to the following Articles of Incorporation:

1. NAME: The name of the Corporation is:

VIRGIN ISLANDS ASPHALT PRODUCTS CORPORATION

2. PURPOSES: The nature of the business of the Corporation and its powers and purposes are:

(a) to take such actions as are consistent with the goals of the Virgin Islands Industrial Development Program and, without limiting the generality of the foregoing, to comply fully with the undertakings set forth in any application for benefits submitted to the Virgin Islands Industrial Development Commission;

(b) to discover and to promote the human and economic resources of the United States Virgin Islands by utilizing the products of other suppliers located in the Territory to the extend commercially reasonable and by providing a source of job skills training for the residents of the Territory who are employed by the Corporation;

(c) to provide gainful employment to residents of the United States Virgin Islands through the establishment and expansion of an asphalt products manufacturing facility in the territory which is intended to compete effectively with sources of

such products from outside the territory on an ongoing basis;

(d) to provide a means for additional capital formation within the United States Virgin Islands by obtaining such capital investment as shall be necessary to carry out its intended operations through the issuance of stock, notes, debentures or other evidences of investment or indebtedness on such terms and pursuant to such restrictions as the Corporation may deem appropriate and to reinvest some or all of its surplus within the United States Virgin Islands;

(e) to take any action which may assist in the development of the educational system, and the preservation of the environment, beauty and natural resources, of the United States Virgin Islands;

(f) to own, maintain, operate, use and lease construction equipment and all functions and incidents related thereto including road construction and asphalt paving;

(g) to buy, lease, hire, exchange, or otherwise deal in real and personal property of any kind or nature and to own, hold, improve, manage and operate, either alone or in conjunction with others, any such property or interest therein and to mortgage, pledge or otherwise encumber the same for corporate purposes;

(h) to engage in general merchandising; to export and import equipment and materials of every kind and nature, either for the purposes of the corporation or for others; to buy, sell, deal in and otherwise handle commodities of every description at wholesale or retail; to serve as a manufacturer's

representative, sales agent and distributor of manufactured, processed and assembled commodities of every description either as principal or agent;

(i) to manufacture, assemble, package, or process products of any name or nature and to buy, sell, trade in and deal with such products for the account of the corporation or others as agent, consignee or otherwise;

(j) to engage in the service industries, to acquire, own, operate hotels or apartments; to engage in the tourist industry;

(k) to acquire by purchase, lease or otherwise, lands, buildings, port terminal facilities, dry docks, warehouses and land improvements and interest in land, no matter where located, and to hold, own, improve, develop, lease, sell or otherwise dispose of such properties;

(l) to acquire by purchase, subscription, underwriting or otherwise, and to own or hold for investment, and to use, sell, assign, transfer, mortgage, pledge or exchange personal property of every sort and description and wheresoever situated, including but not limited to, shares of stock, bonds, debentures, notes, contracts or obligations of corporations, associations, or trust estates, domestic or foreign, or of any firm or individual, and to issue in exchange therefor stocks, bonds or other securities or evidences of indebtedness of this Corporation, and, while the owner or holder of any such property, to collect dividends and income from such property, and to exercise in respect thereto all of the rights, powers and privileges of

ownership, including voting power thereon;

(m) to borrow money, to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences of indebtedness, secured or unsecured, for money borrowed or in payment for property purchased or for any other lawful object; to mortgage or pledge all or any part of its properties, rights, interests and franchises, including any or all shares of stock, bonds, debentures, notes, script and other obligations at any time owned by it. However, nothing herein contained is to be construed as giving this Corporation the power of issuing bills, notes, or other evidences of debt for circulation as money, or the power of carrying on the business of receiving deposits of money, or the business of banking, insurance, stock brokerage or operating public utilities within the territory of the United States or elsewhere, where the same shall be prohibited by law;

(n) to endorse or otherwise guarantee the principal or interest of any bonds, debentures, notes, script or other evidences of indebtedness or the performance of any contract or obligations of any joint venture, partnership, other corporation, trust estate or association, domestic or foreign, or of any firm or individual in which the Corporation may have a lawful interest, insofar and to the extent that such guarantee may be permitted by law;

(o) to purchase or otherwise acquire shares of its own stock, bonds, debentures, notes, scrip or other securities, and to cancel or to hold, transfer or reissue the same;

(p) in general, to do all and everything necessary, proper and incidental to and for the accomplishment and attainment of the purposes enumerated; to do any or all things herein set forth to the same extent as natural persons might do, either alone or in conjunction with any other persons, firms, associations, trust estates or corporations;

(q) to conduct its business in the continental limits, territories and possessions of the United States and in foreign countries, to have offices as necessary without, as well as within, the Territory of the Virgin Islands, to hold meetings of shareholders and directors without, as well as within, the Territory of the Virgin Islands; and

(r) to engage in any lawful activity.

The foregoing clauses shall be construed as general objects, purposes and powers, and shall not be held to limit or restrict in any manner the powers of the Corporation permitted by law.

3. CAPITAL STOCK: The amount of authorized stock of the Corporation shall be Ten Thousand (10,000) shares of Common Stock, without any par value. The minimum amount of capital with which the Corporation will commence business will be \$500,000.00.

4. OFFICE: The principal office or place of business of the Corporation shall be 13H Estate Bethlehem, Frederiksted, St Croix, Virgin Islands 00840.

5. RESIDENT AGENT: The Corporation's resident agent shall be Robert D. Armstrong, 7 Estate Shoys, P O Box 25200, Christiansted, St Croix, Virgin Islands 00824.

6. DIRECTORS: The Corporation shall have such number of directors as shall from time to time be set in the By-Laws, but at no time shall the number be less than three.

7. SPECIAL AUTHORIZATIONS OF BOARD OF DIRECTORS: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

(a) To fix, determine and vary from time to time, the amount to be maintained as surplus and the amount or amounts to be set apart as working capital.

(b) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purposes and to abolish any such reserve in the manner in which it was created.

(c) To make, amend, alter, change, add to, or repeal By-Laws for the Corporation without any action on the part of the stockholders. The By-Laws made by the directors may be amended, altered, changed, added to, or repealed by the stockholders at any regular meeting or special meeting called for that purpose.

(d) To authorize and cause to be executed mortgages and liens, without limit as to amount, upon the real and personal property of the Corporation, including after-acquired property.

8. DIRECTORS' CONTRACTS WITH CORPORATION: A director of the Corporation shall not be disqualified by virtue of his office from dealing or contracting with the Corporation either as a vendor, purchaser or otherwise, nor shall any transaction or contract of the Corporation be void or voidable by reason of the fact that any director or any firm of which any director is a

shareholder, officer or director, is in any way interested in such transaction or contract, provided that such transaction or contract is or shall be authorized, ratified or approved, either by a vote of a majority or a quorum of the board of directors, or by the written consent of the holders of record of a majority of all the outstanding shares of stock of the Corporation entitled to vote; nor shall any director be liable to account to the Corporation for any profits realized by or from or through any such transaction or contract of the Corporation authorized, ratified or approved as aforesaid by reason of the fact that he, or any firm of which he is a member or any corporation of which he is a shareholder, officer or director was interested in such transaction or contract. Nothing herein contained shall create liability in the events above described or prevent the authorization, ratification or approval of such transactions or contracts in any other manner permitted by law.

9. INDEMNIFICATION OF DIRECTORS: The Corporation shall indemnify any and all of its directors or officers or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reasons of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such

director or officer or former director or officer or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any By-Law, agreement, vote of stockholders, or otherwise. The Corporation may purchase and maintain insurance to cover its obligations for such indemnification to the fullest extent permitted by law.

10. INCORPORATORS: The names and places of residence of the persons forming this Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert D Armstrong	7 Estate Shoys, Christiansted St Croix, Virgin Islands
Billy B Watkins	18 Prospect Hill, Frederiksted St Croix, Virgin Islands
Walter A Golden	96 Estate Smithfield, Frederiksted St Croix, Virgin Islands

11. NO PREEMPTIVE RIGHTS: No stockholder of this Corporation shall have any preemptive right to subscribe to any additional issues of stock of the Corporation of any or all classes.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the 31st day of July 1992.

Natalie S. Jensen

Robert D Armstrong
ROBERT D ARMSTRONG

Sharon James

Billy B Watkins
BILLY B WATKINS

Walter A Golden

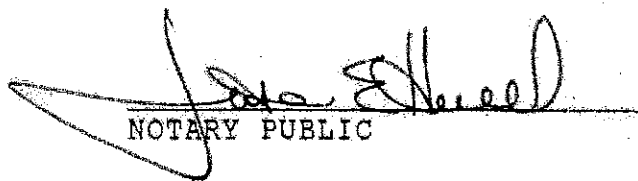
Walter A Golden
WALTER A GOLDEN

ACKNOWLEDGEMENT

TERRITORY OF THE VIRGIN ISLANDS)
)
DISTRICT OF ST CROIX) SS:

Be it remembered that on the 2nd day of July, 1992, personally came before me a Notary Public for the Virgin Islands, the following persons: Robert D Armstrong, Billy B Watkins and Walter A Golden parties to the foregoing Articles of Incorporation, known to me and to me known to be the persons who signed the foregoing Articles in duplicate, and they acknowledged the signing of the said Articles to be their voluntary act and deed, and further acknowledged that the facts therein stated are truly set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC



**Government of
The United States Virgin Islands**

-O-

*Office of the Lieutenant Governor
Division of Corporations & Trademarks*

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **VIRGIN ISLANDS ASPHALT PRODUCTS CORPORATION** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2021.

Entity Type: Domestic Profit Corporation

Entity Status: In Good Standing

Registration Date: 08/03/1992

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 17th day of March, 2021.



A handwritten signature in blue ink, reading "Tregenza A. Roach".

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands