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## CONSTRUCTION CONTRACT

**THIS AGREEMENT** is made this 2nd day of June, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the **Department of Education** (hereinafter referred to as "Government") and **Wilson Construction, Inc.** (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for the **Renovation of Special Classroom B111 at the St. Croix Educational Complex, St. Croix, U.S. 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 *Addendum I*, (Scope of Work), *Addendum II* (General Provisions and Warranties together with the additional General Provisions – Construction), *Addendum III* (Termination of Contracts), *Addendum IV* (Compensation) and *Addendum V* (Provisions from 2 CFR 200 – Appendix II) 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 Addendum I (Scope of Work) incorporated herein by reference and made a part of this construction contract.

#### 2. TERM

This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate within **one hundred twenty (120)** calendar days from the issuance of the formal Notice to Proceed, or in accordance with an agreed upon extension pursuant to the General Provisions.

#### 3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of **Sixty-Seven Thousand, Three Hundred Seventy-Eight Dollars and Zero Cents (\$67,378.00)** in accordance with the provisions set forth in Addendum IV (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.



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#### 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, **Seventy-Five Dollars and Zero Cents (\$75.00)** 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 therefrom 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 of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, 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 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 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 agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

## **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 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.

#### **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

#### **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. The attached "Addendum III-Termination of Contracts for the Convenience of the Government" is hereby fully incorporated herein by reference and is made a part of this agreement.

#### **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 by providing ten (10) days written notice to the Contractor. 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



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- (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 provisions set forth in section 1108 thereof;
  - (ii) not made, negotiated or influenced this contract, in its official capacity; and
  - (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 Commissioner of the Department of Property and Procurement.

## 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

**Anthony D. Thomas**  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas, VI 00802

**Racquel Berry-Benjamin**  
Commissioner  
Department of Education  
1834 Kongens Gade  
Charlotte Amalie, VI 00802-6746

### CONTRACTOR

**Victor Wilson**  
President  
Wilson Construction, Inc.  
106 Estate Tamarind  
P.O. Box 5716  
Christiansted, VI 00823



## 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 it 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 it has been engaged in and now does such work and represents that it 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 thereunder 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 it nor its officers, agents or employees has employed no person to solicit or obtain this contract on its 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 it nor its officers, agents or employees 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 it nor its officers, agents or employees has not, in estimating the contract price demanded by it included any sum by reason of such brokerage, commission or percentage; and that all monies payable to it 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.





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**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 CERTIFICATION**

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

**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. DAVIS BACON ACT**

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) and that the contractor and subcontractor agrees that all employees shall be paid the local prevailing wages as established by Virgin Islands statutes and laws.

**30. OTHER PROVISIONS**

Addendum I (Scope of Work), Addendum II (General Provisions and Warranties), Addendum III (Termination of Contracts), Addendum IV (Compensation) and Addendum V (Provisions from 2 CFR 200 – Appendix II) attached hereto are hereby incorporated by reference and made a part of this contract.



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### 31. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

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INTENTIONALLY.**





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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Racquel Berry-Benjamin  
Racquel Berry-Benjamin  
Commissioner  
Department of Education

Date: 05/21/2021

Anthony D. Thomas  
Anthony D. Thomas  
Commissioner  
Department of Property and Procurement

Date: 6/2/2021

CONTRACTOR

Victor Wilson  
Victor Wilson  
President  
Wilson Construction, Inc.

Date: 5/18/2021

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY  
AT THE DEPARTMENT OF JUSTICE BY:  
Date 6/2/2021

Carel P. McDuff  
Assistant Attorney General

Purchase Order No.

# Addendum I



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## **Addendum I**

### *Scope of Work*



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## Scope of Work



### THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION

Office of the Commissioner

Main:  
1834 Kongens Gade, Charlotte Amalie  
St. Thomas, U.S. Virgin Islands 00802-6746  
Tel: 340/ 774-0100 • Fax: 340/ 779-7153

St. Croix:  
2133 Hospital Street, Christiansted  
St. Croix, U.S. Virgin Islands 00820-4665  
Tel: 340/ 773-1095 • Fax: 340/ 773-9579



### **ADDENDUM A** **RENOVATION SERVICES** **TO SPED CLASSROOM B111** **AT THE ST. CROIX EDUCATIONAL COMPLEX** **ST. CROIX, US VIRGIN ISLANDS**

### **ITEMIZED BID SHEET**

Item No.	Item Description	Quant.	Unit Price	Cost of Material & Labor
1.0	Remove and legally dispose of all damaged or condemned furniture and/ or fixtures as directed by VIDE.	1 LS	\$ 1,500	\$ 1,500.00
2.0	Install new metal stud walls from floor to ceiling as indicated on VIDE plans and Appendix B - Outline Specifications.	343 SF	\$ 22.00	\$ 7,546.00
3.0	Electrical installation to include rewiring and/or relocating existing electrical outlets, new outlets bathroom light and exhaust fan as required and indicated on VIDE's plans.	1 LS	\$ 8,000	\$ 8,000.00
4.0	Plumbing installation to include existing plumbing relocation/reconnection, plumbing fixtures, new plumbing supply and waste lines as indicated on VIDE's schematic plans. Contractor shall connect fixtures to the closest existing plumbing supply and waste lines.	1 LS	\$ 9,000	\$ 9,000.00
5.0	Prep and paint all walls as indicated in Appendix B - Outline Specifications. Except for the shower, finish with 2 coats of semi-gloss paint. Color to be approved by VIDE.	1,222 SF	\$ 4.00	\$ 4,888.00
6.0	Install ceramic floor and wall tiles in the new bathroom shower. Finishes to be approved by VIDE. Including approved 1/2" minimum tile substrate.	122 SF	18.00	2,196.00
7.0	Remove existing vinyl floor tiles and replace with new composite vinyl tiles (VCT) as indicated in Appendix B - Outline Specifications.	1,204 SF	\$ 12.00	\$ 14,448.00
8.0	Provide and install kitchen cabinets as indicated on VIDE's schematic plans. Contractor shall provide cabinet shop drawings prior to installation.	2 Stations	\$ 9,000	\$ 18,000.00
9.0	Project clean-up and close-out.	1 LS	\$ 1,800	\$ 1,800.00
10.0			\$ 0.00	\$ 0.00
	<b>TOTAL COST</b>		\$	\$ 67,378.00



# Addendum II



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## **Addendum II**

### *General Provisions and Warranties*

### *Additional General Provisions – Construction*



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## GENERAL PROVISIONS

### (CONSTRUCTION CONTRACT)

#### 1. DEFINITIONS

(a) The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative.

#### 2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

#### 3. CHANGES

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be change order, make any change in the work in the general scope of the contract, including but not limited to changes:

(i) In the specifications (including drawings and designs);

(ii) In the method or manner of performance of the work;

(iii) In the Government-furnished facilities, equipment, materials, services, or site, or

(iv) directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date,

circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, That except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: And provided further, That in the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Government. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

#### 4. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing material from those ordinarily encountered and generally recognized as inhering in work of the





character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Government.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

#### **5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS**

(a) If the Contractor refuses or fails to prosecute the work, 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 of such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work necessary, therefore. 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 occasioned 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



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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 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 any delay and extend the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Clause 6 of these General Provisions.

(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause provided for termination for convenience of the Government, be the same as if the notice for termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitable adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within





the meaning of the clause of this contract entitled "Disputes."

(f) 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.

(g) As used in Paragraph (d) (1) of this clause, the term 'Subcontractors or Suppliers' means Subcontractors or Suppliers at any tier.

#### 6. 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 Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer 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 Contracting Officer a written appeal addressed to the head of the Agency involved. The decision of the head of the agency or his duly authorized representative for the determination if 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 limited 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 Contracting Officer'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.



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#### 7. 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 of 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, may 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, by 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 a waiving the right of the Government to acquire the fulfillment of all the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due to 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.

#### **8. ASSIGNMENT OF CLAIMS**

(a) If this contract provides from payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financial 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 to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff.

#### **9. 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 limited competition, and the Contractor may, at his option, use any equipment, material,



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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 full information concerning the material or articles which he contemplated 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 risk of subsequent rejection.

(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.

#### **10. 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) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Government (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Clause 5 of these General Provisions.

(d) 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 Contracting Officer. All inspection and test by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) 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. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Government shall be made as promptly as practicable after completion and



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inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's rights under any warranty or guarantee.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### **15. PATENT INDEMNITY**

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of suppliers furnished or construction work performed hereunder.

#### **16. ADDITIONAL BOND SECURITY**

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

#### **17. 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.

#### **18. OFFICIALS NOT TO BENEFIT**

No member of the Legislature or members of Congress shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.



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#### **19. UTILIZATION OF SMALL 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.

#### **20. SUSPENSION OF WORK**

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirements shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract.





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Amendment to Section 19 Standard Form No. DPP-GP-15-73

**GENERAL PROVISIONS**

(CONSTRUCTION CONTRACT)

**19 UTILIZATION OF APPRENTICES OR TRAINEES &  
SMALL BUSINESS CONCERNS**

(c) Contractor shall hire, in addition to any other employee he may retain, apprentices or trainees or both for the performance of the work hereunder, the total number of which shall be determined by the Director of the Division of Apprenticeship and Training upon the basis of one (1) Apprentice (or Trainee) for the first journeyman steadily employed, and one (1) additional Apprentice (or Trainee) for every two (2) additional Journeyman steadily employed.

(d) Within ten days of the execution of this Agreement the contractor shall submit to the Division of Apprenticeship & Training, and to the Contraction Officer (The Commissioner of the Department of Property and Procurement) a list of the occupations for which Journeymen will be required in the performance of this contract.

(e) Veterans of the U.S. Armed Forces shall be given priority with the respect to the hire of Apprentices and Trainees.

(f) Failure of Contractor to comply with the aforesaid provisions of this section shall be a material breach thereof.

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INTENTIONALLY.**



## GENERAL PROVISIONS

### Section 22. WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties set out elsewhere in this contract, the Contractor warrants that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of this subcontractors and suppliers at any tier. Such warranty shall continue for a period of one year from the date of final acceptance of the work, but with respect to any part of which the Government takes possession of prior to final acceptance, such warranty shall continue for a period of one year from the date the Government takes possession. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to Government owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirement or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged repaired or replaced hereunder will run for one year from the date of such repair or replacement.

(b) The Government shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.

(c) Should the Contractor fail to remedy any failure, defect, or damage described in (a) above within a reasonable time after receipt of notice thereof the Government shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.

(d) In addition to the rights and remedies provided by this clause, all sub-contractor's, manufactures', and suppliers', warranties expressed or implied, respecting any work and materials shall at the direction of the Government, be enforced by the Contractor for the benefit of the Government. In such case if the Contractor's warranty under (a) above has expired, any suit directed by the Government to enforce a subcontractor, manufacture or supplier warranty shall be at the expense of the Government. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

(e) If directed by the Contracting Officer, the Contractor shall require any such warranties to be executed to the Government.

(f) Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage which results from any such defect in Government furnished material or design.

(g) The warranty specified herein shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistake, or fraud.

# Addendum

## III



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### **Addendum III**

#### ***Termination of Contracts***





## **Termination of Contracts**

### **CONVENIENCE OF THE GOVERNMENT**

- (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:
  - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - (ii) 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;
  - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (iv) 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;
  - (v) 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;
  - (vi) 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 progress, 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.



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- (vii) 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 in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further 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;
  - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (ix) 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 the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any 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 of Property and Procurement 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 of Property and Procurement to agree upon the whole



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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 to be paid to the Contractor pursuant to this paragraph (d):

- (e) In the event of the failure of the Contractor and the Commissioner of Property & Procurement 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 of Property & Procurement 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):
- (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) 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 for freight or other charges;
  - (ii) the total of —
    - (A) the costs 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) (i) hereof;
    - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) 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
  - (iii) 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.



# Addendum IV





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#### **Addendum IV** *Compensation*

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to make progress payments based on the Schedule of Values and invoices submitted by the Contractor, **Wilson Construction, Inc.**, in accordance with Clause 7 (Payments to Contractor) of the General Provisions.

The parties agree that the sum to be paid under this contract is **Sixty-Seven Thousand, Three Hundred Seventy-Eight Dollars and Zero Cents (\$67,378.00)**. The parties further agree that payments will be made in accordance with services rendered.

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties, and the Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the contractor of its obligations. Contractor shall also submit Consent of Surety before final payment and, upon the Government's request, any other documentation the Government deems necessary.

# Addendum

V



## ADDENDUM V

### *Provisions from 2 CFR 200 - Appendix II*

#### 1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.





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(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(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 Department of Labor 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.



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### 3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

#### Clean Air Act.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The contractor agrees to report each violation to the Department of Planning and Natural Resources (DPNR) understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- (2) The contractor agrees to report each violation to the DPNR and understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

### 4. SUSPENSION AND DEBARMENT

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract



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that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 5. BYRD ANTI-LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Government.

## 6. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## 7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Government, the Federal Emergency Management Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the Federal Emergency Management Agency Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.



# Funding Source

<input type="checkbox"/>	Purchase Order
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Federal Highway
<input type="checkbox"/>	VIPFA

Expires: \_\_\_\_\_

Expires: \_\_\_\_\_


Expires: \_\_\_\_\_

Dated: \_\_\_\_\_

**Virgin Islands Department of Education**  
**Executive Summary**  
**Funds Under Management of the Third Party Fiduciary**  
**As of May 21 2021**  
**5:00 PM**

	Budget	Expenditures	Encumbered	Pre-Encumbered	Available			Amount to Obligate	Obligate	Last Day To	
					Personnel	Indirect	Operating			Performance Period	Draw
Active Grants Expiring in 2021											
FFY15 Improving Education Positive Climate	\$ 3,712,554	\$ 3,670,508	\$ 20,000	\$ -	\$ 19,033	\$ 3,013	\$ -	\$ 22,046	\$ 3/31/2021	3/31/2021	8/2/2021
FFY17 Consolidated Grants Title V	14,749,680	14,145,587	207,806	-	172,137	33,768	190,382	396,288	9/30/2020	9/30/2020	6/18/2021
FFY18 Project RESTART	13,100,000	11,694,384	260,429	-	407,914	88,266	649,007	1,145,187	9/30/2021	9/30/2021	11/1/2021
FFY17 Striving Readers FY17	195,985	170,763	23,638	-	-	1,584	-	1,584	7/31/2021	7/31/2021	11/1/2021
FFY19 Special Education	8,975,061	7,223,249	1,218,542	-	19,793	97,805	415,671	533,270	9/30/2021	9/30/2021	12/30/2021
FFY19 Adult Education FY19	546,657	168,277	320,958	-	2,653	120	54,650	57,422	9/30/2021	9/30/2021	12/30/2021
FFY18 Special Education	8,975,061	8,771,177	185,469	-	3	3,624	14,788	18,415	9/30/2021	9/30/2021	12/30/2021
FFY20 Striving Readers FY20	154,412	-	-	-	53,825	9,696	144,716	154,412	9/30/2021	1/31/2022	1/31/2022
Total 2021 Grants	\$ 50,409,410	\$ 45,843,945	\$ 2,236,843	\$ -	\$ 675,358	\$ 237,875	\$ 1,469,215	\$ 2,328,623			
Active Grants Expiring in 2022											
FFY19 Striving Readers FY19	154,412	-	118,217	-	-	9,696	26,499	36,195	10/30/2021	10/30/2021	2/3/2022
FFY18 Consolidated Grants Title V	15,250,804	10,278,605	1,298,886	-	1,119,231	289,791	2,264,292	3,673,314	9/30/2021	9/30/2021	9/30/2021
FFY18 Adult Education FY18	514,691	482,174	32,513	-	-	-	4	4	9/30/2021	9/30/2021	1/3/2022
FFY19 Consolidated Grants Title V	15,590,964	6,493,281	2,411,325	-	2,653,380	515,638	3,517,340	6,686,359	9/30/2021	9/30/2021	1/31/2022
FFY20 Adult Education FY20	567,824	30,566	-	-	66,496	2,287	468,474	537,258	9/30/2021	9/30/2021	12/30/2022
FFY20 Special Education	8,944,648	2,555,281	86,280	-	4,753,248	393,518	1,156,321	6,303,087	9/30/2022	9/30/2022	12/30/2022
Total 2022 Grants	\$ 41,023,343	\$ 19,839,907	\$ 3,947,220	\$ -	\$ 8,592,356	\$ 1,210,930	\$ 7,432,930	\$ 17,236,216			
Active Grants Expiring in 2023											
FFY20 Consolidated Grants Title V	15,974,066	1,628,643	1,206,607	-	6,477,465	801,245	5,604,564	13,138,815	9/30/2022	9/30/2022	1/30/2023
FFY20 Education Stabilization Fund	19,992,337	10,387,382	2,141,935	-	1,359,845	600,256	5,502,918	7,463,020	9/30/2022	9/30/2022	1/30/2023
Total 2023 Grants	\$ 35,966,403	\$ 12,016,025	\$ 3,348,542	\$ -	\$ 7,837,310	\$ 1,401,502	\$ 11,107,482	\$ 20,601,835			
Active Grants Expiring in 2024											
FFY20 Education Stabilization Fund	53,513,542	-	-	-	7,104,342	2,856,769	43,552,432	53,513,542	9/30/2023	9/30/2023	1/30/2024
Total 2024 Grants	\$ 53,513,542	\$ -	\$ -	\$ -	\$ 7,104,342	\$ 2,856,769	\$ 43,552,432	\$ 53,513,542			
TOTAL FOR ALL ACTIVE GRANTS	\$ 180,912,698	\$ 77,699,876	\$ 9,592,605	\$ -	\$ 24,209,366	\$ 5,707,076	\$ 63,562,059	\$ 99,680,216			

Prepared by:  
  
 Martin Clarke  
 Accounting & Reporting Manager

Approved by:  
  
 Melvin Waits  
 Project Director

The weekly Grant Status Report (GSR) package consists of three (3) reports as follows:

1. Executive Summary – The executive summary highlights ending balance totals for active grants as of the report date. The summary includes totals for available personnel, indirect and operating costs, plus the expiration dates to obligate the Federal funds and draw from the US Department of Education's Grants Management System.
2. GSR-VIDE (PDF format) details each grant by program number. This grant listing provides the current budget and actual amounts for personnel, indirect, and operating costs for each project at the Territory and District level. It also provides the total available budget amount, total available budget percentage, and percentage of available operating budget over total operating budget.
3. GSR- VIDE OPS (PDF format) details each grant by program number – This grant listing provides the current status for operating costs for each program at the Territory and District levels.

**Notes:**

- £ The Performance Period for Project G4544 expired on 03/31/2021.
- ¥ The Performance Period for Project G7541 expired on 9/30/2020.



US Department of Education  
Washington, D.C. 20202

H027A190004

GRANT AWARD NOTIFICATION

<b>1</b>	<b>RECIPIENT NAME</b>  VIRGIN ISLANDS DEPT. OF EDUCATION 1834 Kongens Gade St Thomas, VI 00802 - 6746	<b>2</b>	<b>AWARD INFORMATION</b>  PR/AWARD NUMBER      H027A190004 ACTION NUMBER        1 ACTION TYPE            New AWARD TYPE            Formula																				
<b>3</b>	<b>PROJECT STAFF</b>  RECIPIENT STATE DIRECTOR Renee Charleswell      (340) 776-5802 <a href="mailto:renee.charleswell@vide.vi">renee.charleswell@vide.vi</a> EDUCATION PROGRAM CONTACT Gregory Corr            (202) 245-7309 <a href="mailto:gregg.corr@ed.gov">gregg.corr@ed.gov</a> EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESH      888-336-8930 <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a>	<b>4</b>	<b>PROJECT DESCRIPTION</b>  84.027A STATE GRANT - B																				
<b>5</b>	<b>KEY PERSONNEL</b>  N/A																						
<b>6</b>	<b>AWARD PERIODS</b>  BUDGET PERIOD      07/01/2019 - 09/30/2020 FEDERAL FUNDING PERIOD      07/01/2019 - 09/30/2020  FUTURE BUDGET PERIODS  N/A																						
<b>7</b>	<b>AUTHORIZED FUNDING</b>  CURRENT AWARD AMOUNT      \$2,180,439.00 PREVIOUS CUMULATIVE AMOUNT      \$0.00 CUMULATIVE AMOUNT      \$2,180,439.00																						
<b>8</b>	<b>ADMINISTRATIVE INFORMATION</b>  DUNS/SSN      104095310 REGULATIONS      CFR PART 300 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS      1, 3, 8, 9, 10, 11, 12, 13, 14, E-3, E4, E5																						
<b>9</b>	<b>LEGISLATIVE AND FISCAL DATA</b>  AUTHORITY:      PL 108-446 PART - B INDIVIDUAL WITH DISABILITIES EDUCATION ACT PROGRAM TITLE:      SPECIAL EDUCATION - GRANTS TO STATES CFDA/SUBPROGRAM NO:      84.027A  <table border="1"><thead><tr><th>FUND CODE</th><th>FUNDING YEAR</th><th>AWARD YEAR</th><th>ORG. CODE</th><th>CATEGORY</th><th>LIMITATION</th><th>ACTIVITY</th><th>CFDA</th><th>OBJECT CLASS</th><th>AMOUNT</th></tr></thead><tbody><tr><td>0300M</td><td>2019</td><td>2019</td><td>EH000000</td><td>B</td><td>K90</td><td>000</td><td>027</td><td>4101A</td><td>\$2,180,439.00</td></tr></tbody></table>			FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0300M	2019	2019	EH000000	B	K90	000	027	4101A	\$2,180,439.00
FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT														
0300M	2019	2019	EH000000	B	K90	000	027	4101A	\$2,180,439.00														





US Department of Education  
Washington, D.C. 20202

H027A190004

**GRANT AWARD NOTIFICATION**

10

PR/AWARD NUMBER:

H027A190004

RECIPIENT NAME:

VIRGIN ISLANDS DEPT. OF EDUCATION

**TERMS AND CONDITIONS**

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
  3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (2) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- (3) The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified in Block 1 of this GAN applies to this grant award.
- (4) WHEN ISSUING STATEMENTS, PRESS RELEASES, REQUESTS FOR PROPOSALS, BID SOLICITATIONS, AND OTHER DOCUMENTS DESCRIBING THIS PROJECT OR PROGRAMS FUNDED IN WHOLE OR IN PART WITH FEDERAL MONEY, ALL GRANTEES RECEIVING FEDERAL FUNDS, INCLUDING BUT NOT LIMITED TO STATE AND LOCAL GOVERNMENTS, SHALL STATE CLEARLY:
- 1) THE DOLLAR AMOUNT OF FEDERAL FUNDS FOR THE PROJECT,
  - 2) THE PERCENTAGE OF THE TOTAL COST OF THE PROJECT THAT WILL BE FINANCED WITH FEDERAL FUNDS, AND
  - 3) THE PERCENTAGE AND DOLLAR AMOUNT OF THE TOTAL COST OF THE PROJECT THAT WILL BE FINANCED BY NON-GOVERNMENTAL SOURCES.

AS OF 07/01/97, FEDERAL FISCAL YEAR (FFY) WILL REFER TO THE YEAR THE FUNDS WERE APPROPRIATED.

- (5) UNDER THE "TYDINGS AMENDMENT," SECTION 421(b) OF THE GENERAL EDUCATION PROVISIONS ACT, 20 U.S.C. 1225(b), ANY FUNDS THAT ARE NOT OBLIGATED AT THE END OF THE FEDERAL FUNDING PERIOD SPECIFIED IN BLOCK 6 SHALL REMAIN AVAILABLE FOR OBLIGATION FOR AN ADDITIONAL PERIOD OF 12 MONTHS.



**US Department of Education  
Washington, D.C. 20202**

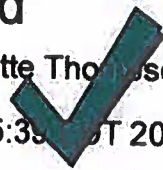
H027A190004

**GRANT AWARD NOTIFICATION**

**Signature valid**

Digitally signed by Yvette Thompson

Date: Sat Jun 29 12:45:35 EST 2019



\_\_\_\_\_  
**AUTHORIZING OFFICIAL**

\_\_\_\_\_  
**DATE**

# Corporate Documents

XX	Business License	Expires: <u>October 31, 2021</u>
XX	Certificate of Liability Insurance	Expires: <u>October 13, 2021</u>
XX	Endorsement Page	Expires: <u>October 13, 2021</u>
XX	Insurance Coverage	Expires: <u>December 31, 2021</u>
XX	Certificate of Good Standing	Expires: <u>June 30, 2021</u>
N/A	Certificate of Existence	Expires: <u>N/A</u>
XX	Corporate Resolution	Dated: <u>August 4, 2020</u>
N/A	Trade Name Resolution	Expires: <u>N/A</u>
XX	Articles of Incorporation	
N/A	Articles of Organization	





THE GOVERNMENT OF THE VIRGIN ISLANDS  
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS  
**PROFESSIONAL LICENSE**

**KNOW ALL BY THIS PRESENT**

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

<b>Licensee:</b> WILSON CONSTRUCTION, INC.	
<b>Trade Name:</b> WILSON CONSTRUCTION, INC.	
<b>Mailing Address</b>	<b>Physical Address</b>
P.O. BOX 5716 CHRISTIANSTED ST. CROIX VI 00823	106 TAMARIND ESTATE CHRISTIANSTED ST. CROIX VI 00820
<b>Business No:</b> 4658	<b>License No:</b> 2-4658-1B
<b>Types of License(s)</b> General Construction Co.	

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

**2020**

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

**Valid from** 11/01/2020 until 10/31/2021  
**Printed on** 11/02/2020  
**Issued at** St. Croix, V.I.  
**Fee** 130.00

*Richard Sargelista*

Commissioner, Department of Licensing and Consumer Affairs

**THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2021

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).

<b>PRODUCER</b> Inter Ocean Insurance Agency, Inc. 6006 Peter's Rest Shopping Ctr Suite 8 Csted, St. Croix VI 00820		<b>CONTACT NAME:</b> Sandra Gutierrez <b>PHONE (A/C, No, Ext):</b> (340) 773-4600 <b>FAX (A/C, No):</b> (340) 773-4190 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Wilson Construction, Inc. PO Box 5716 Christiansted VI 00823		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Underwriters at Lloyds, Certain INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:** CL2151706180**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	P200308/1443	10/13/2020	10/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	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)

RE Job IFB033DOEC21 (C) Renovation of Special Classroom B111 at the St. Croix Educational Complex, St. Croix USVI

**CERTIFICATE HOLDER****CANCELLATION**Government of the V.I. Property Procurement  
8201 Subbase, Building No. 1

St. Thomas

VI 00802

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**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
1) Government of The Virgin Islands, Department of Property and Procurement #3274 Estate Richmond, Christiansted, VI 00820-4241
2) DWH Business Services & VI Housing Finance Suite 210 Condominium Centro, Altamira, PR 00920
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



# GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

Date JANUARY 05, 2021

*Office of the Custodian, Government Insurance Fund*

*DEPARTMENT OF FINANCE*

*Certificate of Government Insurance Coverage*

*I certify that the employer **WILSON CONSTRUCTION, INC.***

*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 4028 the period from **JANUARY 01, 2021 TO DECEMBER 31, 2021***

**NAME & ADDRESS OF EMPLOYER:**

**WILSON CONSTRUCTION, INC.**

**PO BOX 5716**

**CHRISTIANSTED, VI 00823**

A handwritten signature in dark ink, appearing to read "Anthony Setkridge", is written over a horizontal line.

Anthony Setkridge

Director Government Insurance Fund





**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 **WILSON CONSTRUCTION, INC.** 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:** 05/02/2008

**Jurisdiction:** United States Virgin Islands, United States

Witness my hand and the seal of the Government of  
the United States Virgin Islands, on this 11th day  
of August, 2020.



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

**Tregenza A. Roach  
Lieutenant Governor  
United States Virgin Islands**

# Wilson Construction, Inc.

No Job Too Small, No Job Too Big.

Quality Building by Wilson Construction. The Team That Knows How!!

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P.O. Box 5716

Tel; (340) 244-4187

Sunny Isle V.I.00823

Fax: (340) 773-8160

## CERTIFICATE OF RESOLUTION

I, The Undersigned Lydia Wilson Secretary of Wilson Construction, Inc. a Virgin Islands Construction Corporation hereby do certify to the Government of the Virgin Islands, Department of Education, That the Corporation is, and all time herein relevant, was duly qualified and in good standing under the laws of the Virgin Islands, and that the following resolution was duly adopted by the Board of Directors, of the Corporation the 03 day of 2020 August and that said actions herein described are permitted by the Incorporation and By- laws, of the Corporation, true and correct copies of which are attached hereto;

RESOLVED, that the Corporation is authorized to execute and delivered a contract between the Company and the Government of the Virgin Islands under the terms of which the Company shall perform a contract for professional services; and it is further

RESOLVED, that Victor Wilson, President, acting singly is herby authorized and directed on behalf of the Corporation to execute and enter into contract negotiations and contracts between the Corporation and the Government of the Virgin Islands, Department of Education, for the purpose of the business transactions, and to provide any other related document which may be required by the government of the Virgin Islands, Department of Education.

Signed: Lydia Wilson

Lydia Wilson  
Secretary

DATE: 8/4/2020

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
— O —  
CHARLOTTE AMALIE, ST. THOMAS, VI 00802**

**To All To Whom These Presents Shall Come:**

I, the undersigned, **LIEUTENANT GOVERNOR**, DO hereby certifies that

**Wilson Construction, Inc.**

**Business Corporation**

of the Virgin Islands filed in my office on May 2, 2008 as provided for by law, Articles of Incorporation, duly acknowledged.

**WHEREFORE** the persons named in said Articles, and who have signed the same, and their successors, are hereby declared to be from the late aforesaid, a Business Corporation by the name and for the purposes set forth in said Articles, with the right of succession as therein stated.

Witness my hand and the seal of the Government of the Virgin Islands of the United States, at Charlotte Amalie, St. Thomas, this 22nd day of May, 2008.



  
**GREGORY R. FRANCIS**  
Lieutenant Governor of the Virgin Islands



**ARTICLE OF INCORPORATION  
OF  
Wilson Construction, Inc**

**WE THE UNDERSIGNED, all being of full age, for the purpose of forming a stock Corporation, pursuant to the provisions of Title XIII of the Virgin Islands Code, do hereby make, sign, and acknowledge the following Articles of Incorporation.**

**Article I**

**The name of the corporation is Wilson Construction, Inc.**

**Article II**

**The corporation is organized for the purpose of engaging in any lawful activity, within or without the United States Virgin Islands.**

**Article III**

**The total authorized capital of the Corporation shall consist of one thousand (1000) shares of no par value. There shall be one class of common stock.**

**Article IV**

**Express Authorization is hereby given pursuant to Section 2 (a) of Title 12 of the Virgin Islands Code, to fix by resolution any other classes of stock that may be in the future desirable, provided same are permitted by the provisions of Section 91 of Title 13 of the Virgin Islands Code**

**Article V**

**The Corporation shall commence business with a paid capital of one thousand dollars (\$1,000.00).**



**Article VI**

**Principal office of the Corporation will be at 106 Tamarind Estate,  
Christiansted, St. Croix USVI 00820**

**The Corporation's registered agent shall be Cleave Wilson whose physical address is  
106 Tamarind Estate, Christiansted, St. Croix 00820 and whose mailing address is P. O.  
Box 5716, Chistiansted, St. Croix USVI 00823**

**Article VII**

**The existence of the Corporation shall be perpetual. The corporation will commence  
business upon approval of the Article of Incorporation.**

**Article VIII**

**The Corporation will be managed by a Board of Directors comprised of not less than  
three individuals who shall be elected annually for one year at the annual meeting of  
stock holders, except that the initial Board of Directors is authorized to adopt by laws for  
the government and administration of the Corporation and from time to time, amend,  
alter or repeal said by-laws by resolution adopted with the affirmative vote of a majority  
of the Board, without prejudice, however, to the right conferred by law on the stock  
holders to amend at any regular meeting or special meetings any by-law so adopted or  
amended. A majority of qualified and acting directors shall constitute a quorum for the  
conduct of the business of the Corporation. Meeting of the Board of Directors and  
shareholders may be held outside of the Virgin Islands.**

**Article IX**

**The names and residences and mailing addresses of the incorporators are as follows:**

- (1) Victor Wilson  
106 Tamarind Estate  
P. O. Box 5716, Christiansted  
St. Croix VI 00823**
- (2) Lydia Wilson  
106 Tamarind Estate  
P. O. Box 5716 Christiansted  
St. Croix V.I. 00823**
- (3) Cleave Wilson  
106 Tamarind Estate  
P. O. Box 5716, Christiansted  
St. Croix 00823**

**Article X**

**In furtherance and not in limitation of the powers conferred by the laws of the United States Virgin Islands upon corporations organized for the foregoing purposes, the Corporation shall have power to borrow money, to purchase, contract, lease or otherwise acquire, own, hold, use, maintain, operate or otherwise dispose of, property of any kind or character, real, personal or mixed, tangible or intangible, necessary, useful or convenient therefore, and to acquire, hold, mortgage, pledge or dispose of shares, bonds and other evidences of indebtedness and securities of the United States of America or any state, territory and municipality therein or any domestic or foreign corporation.**



**Article XI**

**The Board of Directors is expressly authorized, in addition to general powers conferred by law:**

- 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 aside as working capital.**
- B. To authorize the issuance of shares of stock for money or money's worth, upon receipt of payment therefore;**
- C. To declare dividends out of the surplus profits of the Corporation at their discretion.**
- D. Anything to the contrary herein notwithstanding, the Board of Directors shall have the right to issue additional shares of stock for the purposes of pledging the same as security for any corporate obligation**
- E. To authorize the payment of compensation to the Directors for service to the Corporation.**

**Article XII**

A Director of the Corporation shall not be disqualified by 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 member or any corporation 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 (1) by a vote of majority of a quorum any director so interested or member of a firm so interested or (2) by written consent of the holders of record of a majority of the stock of the Corporation represented at any meeting at which a quorum is present 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 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.

Any contract, transaction or act of the Corporation or of the Board of Directors which shall be ratified by a quorum of the stock holders entitled to vote at any annual meeting or at any special meeting called for this purpose, shall be valid and binding as though ratified by every stock holder of the corporation, provided, however, that any failure of the stock holders of the Corporation to approve or ratify such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or to deprive the Corporation, its Directors or Officers of their right to proceed with such contract, transaction or action.

The Directors and Officers of the Corporation shall be fully protected and indemnified against any personal liability to others that may arise by reason of any of their actions taken in good faith on behalf or for the benefit of the Corporation or any of its predecessors.

Wilson Construction, Inc  
Article of Incorporation

**Article XIII**  
In the event of the issuance of any new or additional shares of stock of the Corporation, the stock holders of the corporation immediately prior to the issuance shall have the preemptive right to acquire all of such new stock or additional shares in the proportion of their ownership of all of the issued and outstanding stock in the Corporation at that time. The stock holders shall have thirty (30) days after the announcement of such offering of new stock within which to exercise the said preemptive rights to purchase.

IN WITNESS WHEREOF we have hereunto subscribed our names and affixed our signatures and seal this 18<sup>th</sup> day of April 2008

Victor Wilson  
Victor Wilson

Lydia Wilson  
Lydia Wilson

Cleave Wilson  
Cleave Wilson

Jepie, Inc.  
Article of Incorporation

ACKNOWLEDGEMENT

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

On this 18<sup>th</sup> day of April 2008, before me personally come and appeared  
Cleaver Wilson ..... Victor W. Wilson ..... and  
Lydia Wilson ..... to me known and known to me to be the  
individuals named in and who executed the foregoing Articles of Incorporation and who  
duly acknowledged to me that they executed the same for the purposes therein contained.

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

Heather C. Lewis  
NOTARY PUBLIC

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal this

18<sup>th</sup> day of April 2008

**HEATHER C. LEWIS**  
Notary Public  
NP - 170-07  
My Commission Expires  
August 28, 2011  
St. Croix, U.S.V.I.



**CONSENT OF AGENT FOR SERVICE OF PROCESS**

0

This writing witness that the undersigned ...**CLEAVE WILSON**.....  
(Type or print agent's name)

have been designated by the

**Wilson Construction, Inc.**

(Name of Corporation)

As agent of the same company upon whom service of process may be in all suites arising against the said company in the Courts of the Virgin Islands, do hereby consent to act as such agent, and that services of process may be made upon me in accordance with Title 13 of the Virgin Islands Code.

IN WITNESS WHEREOF, I have hereunto set my signature this 2nd day of May 2008

x Cleave Wilson  
(Signature of Agent)

Subscribed and sworn before me this 2nd day of May 2008  
at Christiansted St. Croix, VI

Heather C. Lewis  
(Notary Public)  
**HEATHER C. LEWIS**  
Notary Public  
NP - 170-07  
My Commission Expires  
August 28, 2011  
St. Croix, VI

# Create Individual Account

## Account Confirmation

### Confirmation

Sat Apr 24 16:11:23 EDT 2021

You have successfully created your SAM account. There is no further action required. You will receive a confirmation email with your username. Select Done to return to the SAM homepage.