

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

**Emergency Territorial and Federal Routes Debris Removal  
on the island of St. Croix, U.S. Virgin Islands**

This Agreement made this 13th day of August, 2021, in the Territory of the United States Virgin Islands by and between the Government of the Virgin Islands Department of Property and Procurement on behalf of **Department of Public Works** (hereinafter referred to as "Government") and **Experience Construction, LLC** whose address is **P.O. Box 382, Christiansted St. Croix, Virgin Islands 00821** (hereinafter referred to as "Contractor"),

**WITNESSETH:**

**WHEREAS**, the Government is in need of a contractor to provide **Emergency Territorial and Federal Routes Debris Removal on the island of St. Croix, USVI**; and

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

**Section I.** That for and in consideration of the prices and other terms and conditions of this Contract, the Contractor agrees to provide Emergency Territorial and Federal Routes Debris Removal on the island of St. Croix, USVI to the Government. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I (Scope of Services), attached hereto and made a part of this Agreement.

**Section II.** The Government in consideration of the satisfactory performance of the services described in Addendum I, agrees to pay Contractor in accordance with invoices submitted and approved by [user agency] as set forth in Addendum II (Compensation) attached hereto and made a part of this Agreement.

**Section III.** This Contract shall commence on June 1, 2021, and shall terminate on May 31, 2022, unless mutually extended or terminated by the Parties. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

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

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

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

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

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

**WITNESSES:**

**GOVERNMENT OF THE VIRGIN ISLANDS:**

Marsha K. Theophilus  
Devinia P. Harris

Anthony D. Thomas 8/13/2021

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

Kulal  
Steph

Derek A. Gabriel 8/11/2021

**Derek A. Gabriel** Date  
Commissioner  
Department of Public Works

Karl Jones  
Hugan

**CONTRACTOR**

George Flemming 7-8-2021

**George Flemming** Date  
Owner/Manager  
Experience Construction, LLC

(Corporate Seal if Contractor is a Corporation)

## **ADDENDUM I**

### **Scope of Work**

#### **1. GENERAL**

The purpose of this contract is to provide debris cleaning and removal response assistance to the territory of the United States Virgin Islands once declared under a state of emergency or declared a disaster area by the Governor of the United States Virgin Islands.

#### **2. SERVICES**

The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repair) all equipment. All contract bid terms must include the cost of laborers, operators, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.

The Contractor shall separate storm-related debris according to classification. Debris types include but are not limited to, vegetative debris, construction, and demolition (C&D) debris, white goods, and metals. The contractor shall load and remove separated debris from the territorial and federal route system right-of-way (ROW) to a debris dumpsite(s) at Estate Body Slob on the island of St. Croix or the grounds adjacent to the National Guard Armory and Eudora Kean High School at Estate Nazareth on the island of St. Thomas, (and/or an alternate site as approved by the Department of Public Works Program Manager).

The Department of Public Works (DPW) Program Manager will designate work sites throughout the island by sector or by roadway sections. Debris will be collected using trucks pre-certified by DPW. Placards provided by DPW will be placed on the trucks so that they are visible and easily read by the tower monitor. Signs will prominently display the following information: Prime Contractor name, Subcontractor name (if applicable), Unique Truck number, Cubic Yard capacity (determined during certification), Name of Inspector, and Inspection date.

**NOTE: All mileage is approximated based on the US Virgin Islands' official road map.**

The work shall consist of cleaning and removing all "eligible" debris (see section 4 for a definition of eligible debris) from territorial and federal roads, ROW of streets and roads as directed by the Public Works Program Manager. For this contract, the Right-Of-Way (ROW) is defined as the area within ten (10) feet from the edge of the pavement, or the area from the edge of pavement up to a permanent barrier such as a retaining wall – whichever is less. Work will include 1) examining debris to determine whether debris is eligible; 2) separating debris into categories established by the DPW Program; 3) loading separated debris; 4) hauling debris to an approved dump site, and 5) dumping the debris at the dumpsite. Ineligible debris (i.e., hazardous toxic material) will not be loaded, hauled, or dumped under this contract; however, the Contractor must immediately notify the Program Manager when hazardous or toxic waste is found in his sector.

Debris removal shall include all eligible debris found on the ROW within the area designated by the Program Manager. The Program Manager may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the Program Manager. The Contractor must receive permission from the Department of Public Works Manager before commencing a subsequent pass. The Contractor shall not move from one designated work area to

another designated work area without prior approval from the Program Manager. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut to the point where it enters ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.

All debris removal activities must be monitored and verified by assigned Debris Monitors. A debris monitor must be present at each location, from start to finish. The debris monitor will verify that the debris removed is eligible. No debris is to be removed without the approval of the Debris Monitor. All load tickets must be verified by the Debris Monitor, therefore, any debris that has not been approved and verified on the load ticket by the Debris Monitor will be considered ineligible and will not be accepted at the debris collection sites.

All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Controls for Streets and Highways, Part VI (Standards and Guides for Traffic Control for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations) (MUTCD), and in accordance with the Virgin Islands OSHA Safety Standards. The Contractor shall ensure that all Contractor personnel is capable of understanding safety concerns expressed in Part VI of MUTCD directly or through an interpreter. All equipment used under this contract must be in compliance with all federal and local rules and regulations. The Contractor must present his equipment for inspection before its use by the Contractor. The Contractor shall conduct its operations so as not to interfere with the disaster response and recovery activities of federal and local governments or agencies, or of any public utilities. All work shall be accomplished in a safe manner.

### **3. LOAD TICKETS**

The Contractor is responsible for providing numbered multi-part (an original and three copies) load tickets, which will be used for recording volumes of debris removal. Load TICKETS WILL BE SUBMITTED BY THE Contractor to a Debris Monitor prior to departure from the designated debris removal work area.

- A. Unique ticket number
- B. Contractor name and telephone number
- C. Sub-contractor name and telephone number (if applicable)
- D. Truck Number
- E. Truck Capacity (already certified by US ACE)
- F. Truck Driver name
- G. Date
- H. Time, Start & Finish
- I. STEP Program Application Number - provided by Public Works for each address
- J. Address
- K. Latitude and Longitude
- L. Debris Classification
- M. DMS Location
- N. Signature fields for Monitors
- O. Capacity percentage and total number and type of appliances collected

### Sample Debris Removal Load Tickets:

Hurricane_____	
Debris Removal Program- Island of _____	
Ticket number: _____	Date: _____
Contractor: _____	Telephone number: _____
<b>Debris Collection Site:</b> Estate name: _____ Departure time: _____	
Federal Route# _____ or Local Road Name _____	
Collection Monitor Name: _____	
<b>Debris Disposal Site:</b> _____ Arrival Time: _____	
Disposal Monitor Name: _____	
<b>Debris Classification:</b>	
<input type="checkbox"/> Biodegradable	<input type="checkbox"/> Non-Biodegradable
<input type="checkbox"/> Metal	<input type="checkbox"/> Other: _____
<b>Load Haul:</b> _____ cubic yards	
Vehicle Tag Number: _____	
Driver's Signature: _____	

The Multi-part load ticket must be filled out by the Contractor and given to the Collection Monitor prior to the departure from the loading site. The Collection Monitor will verify ticket information including debris collection site, time, and truckload; and return multi-part ticket to the vehicle operator. Upon arrival at the debris dumpsite, the vehicle operator will give the multi-part ticket to the Disposal Monitor at the debris dumpsite. The Disposal Monitor will validate the ticket, note arrival time, retain the original ticket and one copy and give the balance of the multi-part ticket and one copy and give the balance of the multi-part ticket to the driver for the Contractor's records.

#### 4. DEBRIS CLASSIFICATION

Eligible Debris: Debris that is within the scope of this contract falls under several possible classifications to include, but not limited to Vegetative, Construction, and Demolition (C&D), White Goods & Metals. Debris that is classified as hazardous or toxic is not to be handled under this contract.

Vegetative Debris: Biodegradable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to,

damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

Construction and Demolition Debris: Debris resulting from the alteration, construction, destruction, rehabilitation, or repair to the rooves of the specified houses, which may include sheetrock, plywood sheathing, corrugated metal roofing, gutters, bathroom/kitchen cabinets, window, doors, tub, toilet, sinks, ceramic floor/wall tile, carpeting, etc.

White Goods: Refrigerators, A/C Units, Microwaves, Range and Ovens, and Water Heaters removed from specified houses.

Metal Debris. Metal debris includes, but is not limited to, metal products (i.e. mobile trailer parts, household appliances or white metal, etc.); and roofing materials.

Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and other known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.

Other: Eligible debris that may be un-sorted or need to be handled differently (if applicable)

## **5. DUMPSITES**

The Contractor shall use only debris dumpsite(s) designated by the Department of Public Works Program Manager. The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. The Government makes no representations regarding the turn-around time at the dumpsites. Contractors are to abide by the working schedule of the dumpsite Operator. Only debris delivered to the DPW-approved dumpsite will be considered for compensation through this contract.

## **6. PERFORMANCE SCHEDULE**

The Contractor must be available to commence debris clearance operations immediately after an "all clear" signal is given by the Virgin Islands Territorial Emergency Management Agency or announcement by the Public Works Commissioner over the electronic media (i.e., radio). The Contractor shall commence mobilization within twelve (12) hours to work areas designated by the Department of Public Works Program Manager. The Contractor shall work according to a schedule approved by DPW until designated work areas are cleared or until the Program Manager directs otherwise.

The maximum allowable time for completion will be ninety (90) calendar days unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable territorial and federal law. Liquidated damages shall be assessed at \$200.00 per calendar day for any time over the maximum allowable time established by the contract.



## **7. EQUIPMENT**

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Any truck used to haul debris must be equipped with a cover and a tailgate that will effectively contain the debris transport and permit the truck to be filled to capacity.

The Department of Public Works Program Manager must measure all trucks for the load capacity. Placards provided by DPW will be placed on the trucks so that they are visible and easily read by the tower monitor. Signs will prominently display the following information: Prime Contractor name, Subcontractor name (if applicable), Unique Truck number, Cubic Yard capacity (determined during certification), Name of Inspector, and Inspection date.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Program Manager. Trailers towed by trucks are not permitted under this contract. The maximum load capacity for a pickup truck with sideboards is five (5) cubic yards.

The Contractor must present all equipment for inspection by the Program Manager prior to use, to determine hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment and non-rubber-tired equipment must be approved by the Program Manager before its use.

## **8. BARGING (NOT APPLICABLE TO THE ISLAND OF ST. CROIX)**

The Contractor shall be responsible for transporting covered truck loads or containers of separated debris from the islands of St. John, Water Island, and Hassel Island to the designated debris site(s) identified by the Program Manager on the island of St. Thomas.

## **9. REPORTING**

The Contractor shall submit a daily operations report to the Commissioner of Public Works on a weekly or bi-weekly basis, containing at a minimum the following information:

- A. Contractor's name, telephone number, and fax number
- B. Location of work assignment area(s)
- C. Daily hours worked by each employee by name, position title, crew number, and pay rate
- D. Number and type of each piece of equipment, including vehicle tag numbers and load capacity and whether equipment belongs to contractor or subcontractor
- E. Daily and cumulative totals (in cubic yards) of debris removed, by category
- F. Load tickets for the respective period
- G. Location(s) which may be described using street names, route numbers, GPS coordinates, and/or map(s) showing area of daily operations
- H. Cubic yard capacity of each piece of heavy equipment identified by vehicle tag number
- I. Supervisor's signature

J. Summary of incidents or critical issues

K. Confirmation of active Sam.gov registration, DUNS#, and no debarment

#### **10. OTHER CONSIDERATIONS**

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel, equipment, and the adjacent area are the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees (including bargaining) necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the territory's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for what permits are necessary to perform under this contract. Copies of all permits shall be submitted to the Program Manager.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal and local requirements. At a minimum, one flag person should be posted at each approach to the work area near the roadways. Work shall be accomplished in a safe manner.

#### **11. MEASUREMENT**

Measurement for separated eligible debris loaded and transported to the dumpsite(s) will be determined by the tower monitors when delivered to the debris site. Monitors will "call the load" by a percentage based on how full the load is, the type of debris, and the level of compaction. The percentage will then be used to calculate cubic yardage based on the truck capacity as determined during the truck certification process.

#### **12. PAYMENT**

Payment for the removal and transportation of separated eligible debris to the approved debris dumpsite(s) will be paid for under the contract bid item for eligible debris certified by the Contractor and approved by the Department of Public Works Program Manager. The total amount of debris to be removed under this contract will be determined in cubic yards collected and documented by load tickets and verified by actual measurement of the debris at the debris site.

The contractor is instructed to submit weekly or bi-weekly detailed invoices that must include, but is not limited to, the contract number; the amount to be paid to the Contractor; the period for which services were rendered; the dates worked; the area worked, and daily operations reports through the duration of the contract period or period of time invoiced for.



Sample Invoice:

STX Construction, Inc  
#123 Estate Anna's Hope  
P.O. Box 987, Kingshill VI 00851  
TEL: (340) 555-0123  
Tax ID: 66-9999999

Contract: SC-0123-DPW-2000  
Period: 07/15/2000- 07/15/2000

1. 07/15/2000 Route #70 Estate Mount Pleasant 150 cubic yards @ \$5.00 \$750.00  
Invoice number 001 through 075
2. 07/16/2000 Route #70 Estate Pleasant Prospect 125 cubic yards @ \$5.00 \$625.00  
Invoice number 076 through 120
3. 07/17/2000 Route #70 Estate Adventure 130 cubic yards @ \$5.00 \$650.00  
Invoice number 121 through 180

TOTAL DUE: \$2,025.00

I certify that the above information is true and correct.

\_\_\_\_\_  
John Smith, Sr., President  
STX Construction, Inc.

\_\_\_\_\_  
Date

**13. OTHER CONTRACTS**

The Government reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

**14. INSURANCE**

The Contractor shall maintain on his own Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00 the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

A copy of the insurance listed herein shall be filed with the Department of Property & Procurement, 274 Estate Richmond, Christiansted, St. Croix.

The Contractor shall be liable for loss or damage to property or persons; however, in no case shall such negligence be presumed or inferred.

## ADDENDUM II

### Compensation

THE GOVERNMENT, IN CONSIDERATION of the satisfactory performance of the services described in the Scope of Work, agrees to make payment based on the actual invoice submitted by the Contractor. The contractor shall bill the Government for the number of cubic yards of debris transported to the debris site.

The parties agree that the unit price to be paid under this contract should be outlined in the Compensation Schedule. The parties further agree that payments will be made in accordance with approved invoices submitted to the Department of Public Works verified by actual measurement of the debris at the debris site.

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. The contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have release the contractor of its obligations. The contractor shall also submit a Consent of Surety to final payment, and upon the Government's request, any other documentation the Government deems necessary.

### BID SCHEDULE

#### Debris Removal

DEBRIS REMOVAL BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	Debris removal from the federal highway system		Cubic Yard	\$38.00	
TOTAL:					

Company Name: \_\_\_\_\_

Company Physical Address: \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_

Tax indication Number: \_\_\_\_\_

Company Telephone: \_\_\_\_\_

Company Fax Number: \_\_\_\_\_

NOTE: Quantities listed above are for bid evaluation purposes only.

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## **ADDENDUM III**

### **(GENERAL PROVISIONS) Federally Funded/Declared Disaster**

#### **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.

(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. LIABILITY OF OTHERS**

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

## **8. ACCESS TO RECORDS**

The following access to records requirements applies 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

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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

## **9. DEPARTMENT OF HOMELAND SECURITY TERMS & CONDITIONS**

The Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of Department of Homeland Security agency officials without specific Federal Emergency Management pre-approval. Federal Emergency Management Agency financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

## **10. ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not subcontract or assign any part of the services under this Agreement without the prior written approval of the Government. The Contractor shall not subcontract any portion of this Contract unless said subcontracting was included in Contractor's proposal and accepted by the Government. Contractor shall execute written contracts with its subcontractors and incorporate all terms and conditions hereunder in said subcontracts. The Contractor shall be solely responsible for paying each Subcontractor for services, equipment, material or supplies in said subcontracts.

## **11. INDEMNIFICATION**

Contractor agrees to investigate, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **12. TERMINATION**

The Government shall have the right to terminate this Contract for cause or for convenience on ten (10) days written notice to the other party specifying the date of termination. The performance of work under this contract may be terminated by the Government in part,

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

### **13. 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  
3274 Estate Richmond  
St. Croix, Virgin Islands 00820

#### **CONTRACTOR**

**George Flemming**  
Experience Construction, LLC  
P.O. Box 382  
Christiansted, VI 00821

### **14. REMEDIES**

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, George Hemming certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

George Hemming  
Signature of Contractor's Authorized Official

George Hemming owner  
Name and Title of Contractor's Authorized Official

7-8-2021  
Date

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