



Department of Property & Procurement

Government of the United States Virgin Islands

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

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

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

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

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



Executed letter

August 20, 2021

Mr. Daniel Schierloh
President
Virgin Islands Paving, Inc.
P.O. Box 4720
Kingshill, VI 00851-4720

RE: S054DPWC21(VIPI) Purchase and Supply of Hot Mix Asphalt for the Department of Public Works in the St. Croix District

Dear Daniel Schierloh:

Transmitted herewith is the fully executed Task Order Supply Contract for the Purchase and Supply of Hot Mix Asphalt for the Department of Public Works in the St. Croix District during the period of **February 23, 2021, through February 22, 2022**. **Virgin Islands Paving, Inc.**, will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **Virgin Islands Paving, Inc.**, fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity all documents via email to the Department of Property and Procurement for further processing.

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

Respectfully,

Dynell R. Williams
Deputy Commissioner of Procurement

DRW/mth



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GOVERNMENT OF THE VIRGIN ISLANDS

TASK ORDER CONTRACT

Purchase and Supply of Hot Mix Asphalt for the Department of Public Works in the St. Croix District

This Agreement made this 17th 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 The Department of Public Works (hereinafter referred to as "Government") and Virgin Islands Paving Inc., whose address is P.O. Box 4720, Kingshill St. Croix U.S.V.I. 00851-4720 (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide The Purchase and Supply of Hot Mix Asphalt for the Department of Public Works in the St. Croix District; and

WHEREAS, the Contractor was selected in accordance with V.I.C § 239(a) 8 ; 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 The Purchase and Supply of Hot Mix Asphalt for the Department of Public Works in the St. Croix District 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 February 23, 2021 and shall terminate on February 22, 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 The Department of Public Works or authorized representative.



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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:

Marsha K. Phipps
Dorinda P. Davis

GOVERNMENT OF THE VIRGIN ISLANDS:

Anthony D. Thomas

8/17/2021

Anthony D. Thomas
Commissioner
Department of Property and Procurement

Date

Kubel
Stappleton

Derek A. Gabriel

8/11/2021

Derek A. Gabriel
Commissioner
Department of Public Works

Date

CONTRACTOR

Daniel Schierloh
Daniel Schierloh

Daniel Schierloh

8/2/21

Daniel Schierloh
President
Virgin Islands Paving, Inc.

Date

(Corporate Seal if Contractor is a Corporation)





OPCMR

ADDENDUM I (SCOPE OF WORK)

The Contractor shall supply the following items to the Government in the quantities ordered by the Government at the prices quoted in Contractor's quote dated **February 17, 2021**, which is attached hereto and incorporated by this reference:

The purpose of this Task Order Contract is to provide Hot Mix Asphalt to the Department of Public Works for road repairs on the Island of St. Croix. The vendor will supply a total of One Thousand Five Hundred (1,500) Tons of Hot Mix Asphalt on an as-needed basis in increments of 6 tons. The Hot Mix Asphalt shall meet (AASHTO T 245) Class B, Grade B Standard



OPCMR

ADDENDUM II (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 invoices submitted by the Contractor. The Parties further agree that payments will be made in accordance with the actual quantities provided.

ITEM DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
Hot Mix Asphalt	TONS	1500	\$190.00	\$285,000.00



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**ADDENDUM III
(GENERAL PROVISIONS)**

1. LIABILITY OF OTHERS

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

2. 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.

3. INDEMNIFICATION

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

4. TERMINATION

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



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5. NON-DISCRIMINATION

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

6. NOTICE

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

GOVERNMENT

Anthony D. Thomas

Commissioner

Department of Property and Procurement

#3274 Estate Richmond Christiansted, St. Croix

U. S. Virgin Islands 00820-4241

Derek A. Gabriel

Commissioner

Department of Public Works

6002 Anna's Hope

Christiansted, U.S.V.I 00820

CONTRACTOR

Daniel Schierloh

President

Virgin Islands Paving, Inc.

P.O. Box 4720 Kingshill, St. Croix, USVI 00851

7. RIGHT TO WITHHOLD

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

8. FAILURE TO DELIVER

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



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should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

9. FALSE CLAIMS

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

1. 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>.

2. 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.



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3. 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

4. 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 will 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.

5. 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.

6. 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



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(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.

7. 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, 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.

8. 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

Daniel Schierloh
President
Virgin Islands Paving, Inc.
P.O. Box 4720 Kingshill, St. Croix, USVI 00851



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9. 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.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements


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

The undersigned Daniel Schierloh 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, **Virgin Islands Paving, Inc.**, 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.


Signature of Contractor's Authorized Official

Daniel Schierloh, President
Name and Title of Contractor's Authorized Official

8/2/21
Date

677116

ARTICLES OF INCORPORATION
OF
MCCOURT CONSTRUCTION, INC.

Article I - Name

The name of this corporation is: MCCOURT CONSTRUCTION
INC.

Article II - Duration

This corporation shall have perpetual existence,
commencing on the 26th day of June, 1980.

Article III - Purpose

This corporation is organized for the purpose of en-
gaging in the business of sales of tennis court supplies and
construction of tennis courts, and any other lawful business
purpose.

Article IV - Capital Stock

This corporation is authorized to issue Six hundred
(600) shares of Ten Cents (\$0.10) par value common stock. Said
stock shall be issued pursuant to a plan under Section 1244 of
the Internal Revenue Code of 1954 as amended by the Small
Business Tax Revision Act of 1958.

All of said stock shall be payable in cash or prop-
erty other than stock or securities in lieu of cash, at a
just valuation to be determined by the Board of Directors.

Article V - Preemptive Rights

Every shareholder, upon the sale for cash of any
new stock of this corporation, of the same class or series as
that which he already holds, shall have the right to purchase
his pro rata share of it as nearly as may be done without
issuance of fractional shares at the price which it is offered
to others.

RECEIVED LI. GOV. CORP. STX.
18 JAN 23 10:05

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18 JAN 4 11:31

Article VI - Rights of Shareholders

Except as otherwise provided by law, the entire voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of the outstanding Common Shares.

Article VII - Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 8907 S.W. 129th Street, Miami, Florida, 33176, and the name of the initial registered agent of this corporation at that address is DANIEL MCALPINE.

Article VIII - Initial Board of Directors

This corporation shall have one (1) Director initially. The number of directors may be either increased or diminished from time to time by bylaws but shall never be less than one.

(1) The name and address of the initial director of this corporation is:

DANIEL MCALPINE

13823 S.W. 90th Avenue
Miami, Fla. 33176

RECEIVED LT.GOV.CORP-STX.
18 JAN 23 AM 10:09

Article IX - Incorporator

The name and address of the person signing these Articles is: DANIEL MCALPINE, 13823 S.W. 90th Avenue, Miami, Florida, 33176.

RECEIVED LT.GOV.CORP-STX.
18 JAN 4 AM 11:31

Article X - Bylaws

The power to adopt, alter, amend or repeal the bylaws shall be vested exclusively in the Board of Directors and the shareholders.

Article XI - Management of Corporation by Shareholders

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation may be managed under the direction of, the shareholders of this corporation.

Article XII - Powers

This corporation shall have all of the corporate powers enumerated in the Florida General Corporation Act, Florida Statutes, Chapter 607, et. seq.

Article XIII - Amendment

This corporation reserves the right to amend or repeal in the manner provided by law any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

INT WITNESS WHEREOF, the undersigned incorporator has hereunto executed these Articles of Incorporation, this 26th day of June, 1980.

RECEIVED LT. GOV. CORP. STX.
'18 JAN 23 AM 10:09

Daniel McAlpine
DANIEL McALPINE, Incorporator

STATE OF FLORIDA)

COUNTY OF DADE)

SS:

RECEIVED LT. GOV. CORP. STX.
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BEFORE ME the undersigned authority, personally appeared DANIEL McALPINE, to me known and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of June, 1980, in the county and state first above written.

Walter Einstein
NOTARY PUBLIC, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 1, 1983
NOTING AND CERTIFYING THE FOREGOING

ACCEPTANCE OF DESIGNATED AGENT

The undersigned hereby accepts his designation
as the initial registered agent of McCOURT CONSTRUCTION, INC.
8907 S.W. 129th Street, Miami, Florida 33176.

Daniel McAlpine
DANIEL MCALPINE

RECEIVED LT. GOV. CORP-57
18 JAN 23 AM 10:09

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18 JAN 4 AM 11:31



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2021

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).

PRODUCER Mills Environmental Insurance Services LLC 4411 Suwanee Dam Rd Ste 410 Suwanee GA 30024	CONTACT NAME: Patricia Mills	
	PHONE (A/C No, Ext): (770) 932-1229 FAX (A/C No): (404) 443-0649	
	E-MAIL ADDRESS: patricia.mills@millseis.com	
INSURED Virgin Islands Paving, Inc. 13 GA Estate Bethlehem St. Croix VI 00851	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Underwriters at Lloyd's of London	15642
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Fa occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Fa accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.		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 \$
A	Professional Liability Claims-Made			PVIRG002321	02/13/2021	02/13/2022	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Professional Liability Retro Date: 02/13/2020

CERTIFICATE HOLDER**CANCELLATION**

Government of the Virgin Islands
Department of Property and Procurement
3274 Estate Richmond
Christiansted, VI 00820

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

Patricia Mills ^{CSZ}



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

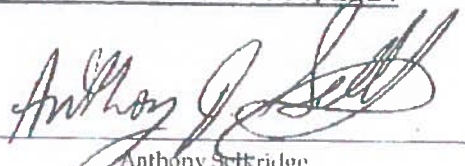
Date **JANUARY 26, 2021**

Office of the Custodian, Government Insurance Fund
DEPARTMENT OF FINANCE

Certificate of Government Insurance Coverage

I certify that the employer **VIRGIN ISLANDS PAVING, 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 **4519** for the period from **JANUARY 01, 2021 TO DECEMBER 31, 2021**

NAME & ADDRESS OF EMPLOYER:
VIRGIN ISLANDS PAVING, INC.
PO BOX 2562
KINGSHILL, VI 00851


Anthony Selkridge
Director Government Insurance Fund



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.

Licensee: VIRGIN ISLANDS PAVING, INC.	
Trade Name: VIRGIN ISLANDS PAVING, INC.	
Mailing Address	Physical Address
PO BOX 4720 KINGSHILL ST. CROIX VI 00851	13GA ESTATE BETHLEHEM CHRISTIANSTED ST. CROIX VI 00851
Business No: 2366	License No: 2-2366-2B
Types of License(s) 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 10/22/2020
Issued at St. Croix, V.I.
Fee 130.00

Richard Evangelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

NON-COLLUSION AFFIDAVIT

— 0 —

..... Daniel Schierloh being duly sworn, deposes and says that —

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

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

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

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

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

.....
.....

Signature of Affidavit

SUBSCRIBED AND SWORN to before me this..... 10 day of May, 2021



.....
Notary Public

Glenda Marie Cupid
Notary Public #NP-118-18
Commission Expires: 03-16-2022

VIRGIN ISLANDS PAVING, INC.

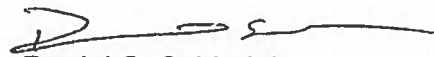
PO Box 4720, Kingshill, VI 00851-4720

TEL: (340) 778-5220 FAX: (340) 773-5233

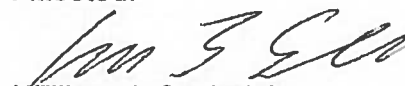
January 11th, 2021

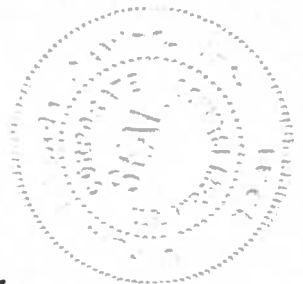
CORPORATE RESOLUTION

In a meeting of The Board of Directors held this date, it is resolved Daniel S Schierloh, Todd P. Jung or William J. Schierloh are duly authorized to enter Virgin Islands Paving Inc. into contractual agreements and sign documents related to said contractual agreements.


Daniel S. Schierloh
President

Attested:


William J. Schierloh
Secretary





**Government of
The United States Virgin Islands**

-O-

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

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **VIRGIN ISLANDS PAVING, 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, 2022.

Entity Type: Domestic Profit Corporation

Entity Status: In Good Standing

Registration Date: 02/17/1982

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 2nd day of July, 2021.



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

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands



VIRGIN ISLANDS PAVING INC

DUNS Unique Entity ID 174045369	SAM Unique Entity ID S7WBL12KQN36	CAGE / NCAGE 0KPY0
Purpose of Registration All Awards	Expiration Date May 10, 2022	Registration Status Active
Physical Address 13 Ga Estate Bethlehem Christiansted, Virgin Islands 00821 United States	Mailing Address PO Box 4720 Kingshill, Virgin Islands 00851-4720 United States	

Business Information

Doing Business as V I PAVING	Division Name (blank)	Division Number (blank)
Congressional District Virgin Islands 98	State / Country of Incorporation Virgin Islands / United States	URL (blank)

Registration Dates

Activation Date May 13, 2021	Submission Date May 10, 2021	Initial Registration Date Jun 9, 2004
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Entity Dates

Entity Start Date Feb 16, 1981	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

Points of Contact

Electronic Business

Ⓡ ROBERT J SCHIERLOH, MR.	PO Box 4720 Kingshill, Virgin Islands 00851 United States
DANIEL SCHIERLOH, MR.	PO Box 4720 Kingshill, Virgin Islands 00851 United States

Government Business

Ⓡ ROBERT J SCHIERLOH, MR.	PO Box 4720 Kingshill, Virgin Islands 00851 United States
DANIEL SCHIERLOH, MR.	PO Box 4720 Kingshill, Virgin Islands 00851 United States

Past Performance

Ⓡ ROBERT J SCHIERLOH, MR	PO Box 4720 Kingshill, Virgin Islands 00851 United States
Daniel Schierloh, Mr	PO Box 4720 Kingshill, Virgin Islands 00851 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	541330	Engineering Services
	562119	Other Waste Collection

Product and Service Codes

PSC	PSC Name
3805	Earth Moving And Excavating Equipment

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Virgin Islands		(blank)