



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: 340.773.1581 | ST. THOMAS MAIN OFFICE: 340.774.0828

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

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GOVERNMENT OF THE VIRGIN ISLANDS TASK ORDER CONTRACT

Additional Emergency Territorial and Federal Roadside Clearance on the island of St. Croix, U.S. Virgin Islands

This Agreement made this 14th day of October, 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 **Virgin Islands Paving, Inc.** whose address is **P.O. Box 4720, Kingshill, Virgin Islands 00851** (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide **Additional Emergency Territorial and Federal Roadside Clearance on the island of St. Croix, U.S. Virgin Islands**; and

WHEREAS, the Contractor was selected in accordance with **RFP-019-C-2021(P)**; 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 Roadside Clearance on the island of St. Croix, U.S. Virgin Islands 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 Department of Public Works 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.

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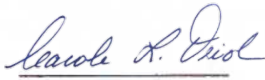
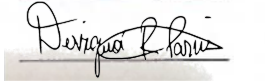
Section VI. This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of Public Works or authorized representative.

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.

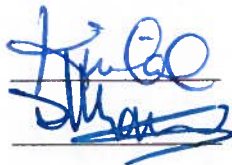
WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS:

 10/14/2021

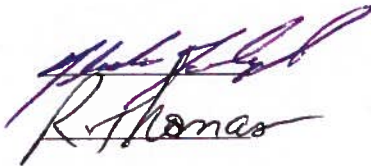
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement



 10/12/2021

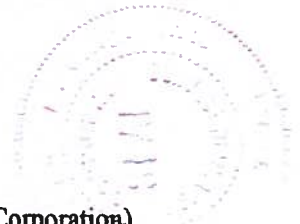
Derek A. Gabriel Date
Commissioner
Department of Public Works

CONTRACTOR



 10/11/21

Daniel Schierloh Date
President
Virgin Islands Paving, Inc.



(Corporate Seal if Contractor is a Corporation)



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ADDENDUM I

Scope of Work

1. GENERAL

The purpose of this contract is to provide roadside clearing assistance to the territory of the United States Virgin Islands which has been declared under a state of emergency or declared a disaster area by the Governor of the United States of the Virgin Islands.

The Contractor shall push, pull, or cut debris from roadways and Right-of-Ways ("ROW") and stockpile the debris in the ROW unless stockpiling will create a traffic hazard. 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. The Contractor shall not remove any debris under this contract unless the ROW does not permit for the stockpiling, the Contractor will be directed by a Public Works Program Manager to a nearby site for temporary stockpiling of debris.

2. SERVICES

The number of crews provided by the Contractor must be approved by DPW. Each crew shall consist of specified equipment with operators and laborers for debris clearance of roadways and the ROW. The contractor shall provide all equipment, laborers, and materials necessary to fully operate and maintain all equipment (including fuel, oil, grease, and repair). The crew will consist of the following:

- A. One (1) dump truck, minimum 16 cubic yard capacity with the operator
- B. Two (2) front-end loaders with operators, 3 – 5 cubic yard capacity;
- or
- one (1) backhoe and one (1) Excavator with loaders with operators, 1 ½ (min cap.) cubic yard
- C. Five (5) Laborers with chainsaws (16" minimum bar), traffic flags, and miscellaneous small tools (machetes, shovels, chains, and safety equipment)
- D. One (1) Pickup Truck, 1.5 ton, with crew foreman and radio or cellular phone communication

The Contractor shall provide the crew for the duration specified by DPW. All hourly equipment rates include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates include the cost of protective clothing, fringe benefits, hand tools, supervision,



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transportation, and any other costs. The work shall consist of clearing roadways and the ROW of all debris as directed by the Department of Public Works Program Manager.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the Department of Public Works Program Manager. All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highways, Part VI (Standards and Guide for Traffic Controls for Streets and Highways 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.

3. 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.

4. EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Prior to commencing debris removal operations, the Contractor shall present to the Department of Public Works Program Manager all equipment for approval to use under this contract. Each truck or loader must be clearly numbered (i.e., vehicle tag number) for identification. 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 areas are cleared.

5. 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:

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- A. Contractor's name and telephone number
- B. Contract number and the project assigned
- C. Location(s) which may be described using street names, route numbers, GPS coordinates, and/or map(s) showing area of daily operations
- D. Daily hours worked by each employee by name, position title, crew number, and pay rate
- E. Daily hours operated for each equipment identified by vehicle tag number and operator and hourly rate
- F. Estimated number of miles cleared daily
- G. Supervisor's signature
- H. Summary of incidents or critical issues
- I. Confirmation of active Sam.gov registration, DUNS#, and no debarment

6. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks, as appropriate. The safety of the Contractor's personnel, equipment, and adjacent areas are the responsibility of the Contractor. All equipment used under this contract must be in compliance with all federal and local rules and regulations. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor must be duly licensed to perform the work in the United States Virgin Islands per statutory requirements.

The Contractor shall not clear areas beyond the roadway or the ROW. The Contractor shall be responsible for correcting 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.

7. PAYMENT

Payment for work completed will be based on verified hours worked from the daily operations report certified by the Contractor and approved by the Department of Public Works Program Manager. Equipment downtime resulting from equipment failure, routine maintenance, and fueling that exceeds thirty (30) minutes of work hour will be considered unacceptable work and non-payment for one-half of that hour.

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The contractor is instructed to submit a detailed invoice package on a weekly or bi-weekly basis that must include, but is not limited to:

- A. contract number;
- B. amount to be paid to the Contractor;
- C. period for which services were rendered;
- D. dates worked;
- E. area(s) worked,
- F. number, name, and title of personnel;
- G. Daily Operation Reports covering invoice period. Refer to Section 5. Reporting
- H. All other supporting documentation. Refer to Section 5. Reporting

Sample Invoice:

ABC 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

07/15/2000 Frederiksted Town – King Street, from Queen Cross Street o Market Street

1.	Dump truck with operator	10 hours @ \$15.00	\$ 150.00
2.	Backhoe with operator	10 hours @ \$25.00	\$ 250.00
3.	Excavator with operator	10 hours @ \$120.00	\$1,250.00
4.	5 laborers with tools	10 hours @ \$30.00	\$ 300.00
	Joe Smith, Laborer	12345	
	John Smith, Laborer	67890	
	Jim Smith, Laborer	09876	
	Jack Smith, Laborer	54321	
	James Smith, Laborer	11223	
5.	Foreman with pickup truck	10 hours @ \$45.00	\$ <u>450.00</u>
	Jonathan Smith, Foreman	22334	

TOTAL DUE:

\$1,400.00

I certify that the above information is true and correct.

 John Smith, Sr. President
 ABC Construction, Inc.

 Date

S073DDPW21(VIP)

6

Initials _____

DS



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8. INSURANCE

The Constructor shall maintain on his own, Workmen's Compensation Insurance, and Comprehensive General Liability Insurance against bodily injury 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, US Virgin Islands.

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

9. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in the Scope of Work, agrees to make payment based on actual invoices submitted by the Contractor. The contractor shall bill the Government for the number of hours per contract item.

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.

ROADSIDE CLEARANCE BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	16 Cu yd Dump Truck	36	Hour		
002A.	3-5 cu yd Front-end Loader	36	Hour		
002B.	1 ½ cu yd Backhoe	36	Hour		
002C.	2 ½ cu yd Excavator	36	Hour		
003.	5 laborers with small tools	36	Hour		
004.	Foreman and pickup truck	36	Hour		
TOTAL:					

Licensed Contractor



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The final payment is subject to the inspection and acceptance of the project by the Government, and the submission of all pertinent warranties, and 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 before final payment, and upon the Government's request, and other documentation the Government deems necessary.

BID SCHEDULE Roadside Clearance

ROADSIDE CLEARANCE BID SCHEDULE					
ITEM	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	TOTAL AMOUN T
001.	16 Cu yd Dump Truck	36	Hour		
002A.	3-5 cu yd Front-end Loader	36	Hour		
002B.	1 ½ cu yd Backhoe	36	Hour		
002C.	2 ½ cu yd Excavator	36	Hour		
003.	5 laborers with small tools	36	Hour		
004.	Foreman and pickup truck	36	Hour		
TOTAL:					

Company Name: _____

Company Physical Address: _____

Company Mailing Address: _____

Tax Identification Number: _____

Company Telephone: _____

Company Fax Number: _____

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

The prices noted above must include the cost for an operator to operate the heavy equipment.

Submit information for either line item 002A OR 002B, not both.



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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.



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ADDENDUM II COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in the bid's Scope of Work, agrees to make progress payments based on the invoices submitted by the Contractor, **Virgin Islands Paving, Inc.** The parties further agree that payments will be made in accordance to actual work performed.

AWARDED:

ROADSIDE CLEARANCE BID SCHEDULE

Item	Description	Government of the Virgin Islands' Negotiated Hourly Rate
001.	16 cu yd Dump Truck	\$50.00
002A.	3-5 cu yd Front-end Loader	\$120.00
002B.	1 ½ cu yd Backhoe	\$75.00
002C.	2 ½ cu yd Excavator	\$120.00
003.	5 laborers with small tools	\$100.00
004.	Foreman and pickup truck	\$35.00



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

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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



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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.

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).

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

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(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 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

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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 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 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.

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



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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 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.

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, 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

Derek A. Gabriel
Commissioner
Department of Public Works
6002 Annas Hope
Christiansted, VI 00820

Department of Property & Procurement

Government of the United States Virgin Islands

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CONTRACTOR

Daniel Schierloh

President

Virgin Islands Paving, Inc.

P.O. Box 4720

Kingshill, VI 00851

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.

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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 Virgin Islands Paving, Inc. 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, Daniel Schierloh, 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

10/11/21

Date