



PR-04-23

REQUEST FOR PROPOSAL

**UNDERGROUND ELECTRICAL CONSTRUCTION PROJECT
MEDIUM VOLTAGE CABLE EQUIPMENT PROCUREMENT**

**QUEEN MARY'S HIGHWAY & HANNAH'S REST, ST. CROIX, USVI
FEEDER 5A & FEEDER 9A (PHASE 1 & 2), ST. THOMAS, USVI**

Virgin Islands Water and Power Authority
U.S. VIRGIN ISLANDS

Date February 2023

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1.0 INTRODUCTION

The Virgin Islands Water and Power Authority (“the Authority” or “VIWAPA”) is an autonomous government agency, and Governing Board, that provides electricity and water to residents of the U.S. Virgin Islands.

A. Description of Services: VIWAPA is soliciting competitive proposals from qualified and licensed firms or individuals (“Offeror”) interested in contracting with the Authority to provide the following service:

Medium Voltage Cable and Accessories Equipment Procurement

B. Schedule: Proposals must include an anticipated schedule of work to be completed for the project.

C. Experience: VIWAPA is seeking an Offeror with substantial experience relevant to the scope of work.

D. Advertisement: This Request for Proposal (RFP) will be publicly solicited on the Authority’s website (www.viwapa.vi), VIHFA’s website, the American Public Power Association website (<https://www.publicpower.org/vendor-opportunities>), Daily News, The Avis and through a constructed Offeror’s list.

2.0 INSTRUCTIONS TO OFFEROR

An Offeror may submit a proposal for the project. All proposal documents must be submitted for the project. **The following information must be submitted with your proposal:**

- A conformed specification compliance sheet that states conform, deviations, or exceptions taken to each specification section. All exceptions and deviations shall be explained.
- A Complete Bill of Materials List.
- Copy of Manufacturers standard Factory Acceptance Test procedures.
- Copy of sample warranty and identification of warranty terms for this equipment purchase.
- Product Data Sheet: For each type of medium voltage cable offered. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, and rating.
- Estimated timeframe from Notice to Proceed to Shipment of Cable.
- Timeframe in which quote is valid for.
- An itemized list of payment terms.
- Completed RFP Forms.
- Completed Bid Schedule Forms. Because of the volatility of pricing and shipping delays associated with copper, an alternate bid schedule with aluminum has also been provided for comparison. **(Must Complete Bid and Alternate Bid Schedule Forms)**
- List of offeror’s standard terms and conditions.

If the submitted proposal does not contain all the information required above, your proposal may be considered invalid. If interested, proposal forms shall be submitted to VIWAPA.

2.1 **Project Location**

The project will take place on the island of St. Croix, US Virgin Islands at or near Hannah's Rest and Queen Mary Highway and on the island of St. Thomas at or near the town of Charlotte Amalie and Subbase.

2.2 **Pre-Proposal Meeting/HUD Conference**

No mandatory pre-proposal meeting will take place for this project.

2.3 **Communication**

All correspondence shall be identified by Request for Proposal number and title and shall be addressed to the Authority's representative at the address below.

Proposals shall be submitted electronically to contractservices@viwapa.vi. A cover letter must be included with your response and addressed to the following individual:

**Nicole Aubain
Contract Administration, Manager
Virgin Islands Water and Power Authority
9720 Estate Thomas
Al Cohen Plaza
St. Thomas, VI 00802**

2.4 **Proposal Submittal**

A. Proposal Information

Pricing should be submitted on firm basis without escalation. A schedule (shop drawing and shipment) shall also be submitted. Payment of invoices will be subject to satisfactory performance and acceptance of work by the Authority.

All proposals should be in strict accordance with the following and be emailed to contractservices@viwapa.vi. A cover letter must be included with proposal addressed to the following individual identified above:

1. Any exceptions to the requirements stated in this Request for Proposal, especially to **Exhibit A - VIWAPA General Contract Terms for Equipment & Supplies - Federal Requirements**, shall be listed and explained in the Offeror's proposal.
2. Agreement to the payment schedule.

3. Rates for labor, services, equipment, and material add-on percentage shall be attached. Prices should be submitted on a firm basis without escalation. All pricing will be firm for the duration of the contract.
4. The Offeror must submit, with its proposal, a preliminary project schedule.

The schedule will commence on the date the Notice to Proceed from VIWAPA is issued and end with the acceptance of work issued by VIWAPA. This schedule will be utilized while evaluating proposals and setting dates for the individual project elements.

5. No telegraphic proposal or telegraphic modifications of proposal will be considered.
6. No proposals received after the time specified for receiving them will be considered.
7. Each proposal shall adhere to the following conditions:
 - i. Address the proposal to the Authority at the address given in this section.
 - ii. It is the responsibility of the Offeror to see that its proposal is received on time.
8. The Offeror is required to submit a statement regarding its previous experience in performing comparable work, its business and technical organization, financial resources, and equipment available for use in performing the work.
9. The Offeror is instructed to propose the work competitively where time as well as cost will ensure award of the project. The Offeror must be aware that if the job falls behind schedule, then it must make up the time by extended working hours, shifts or manpower to the satisfaction of the Authority or Liquidated Damages will apply.

2.5 Proposal Withdrawal

Any Offeror may withdraw its proposal, by written request, at any time prior to the scheduled time for proposal submittal. No Offeror may withdraw its proposal for a period of one hundred and twenty (120) days after the date set for opening thereof, and all proposals shall be subject to acceptance by the Authority during this period.

2.6 VIWAPA's Rights

VIWAPA has the right to reject any or all proposals and to waive informality and irregularity in the proposals.

3.0 LEGAL REQUIREMENTS

All proposal responses shall adhere to the requirements of the Authority's proposal request and the Authority's **Exhibit A - VIWAPA General Contract Terms for Equipment & Supplies - Federal Requirements** included with the RFP. Those requirements in the RFP pertaining to the Offeror's responsibility for taxes, placement of a Proposal Guarantee, insurance, and the application of liquidated damages are of paramount importance to the Authority and shall apply, unless expressly waived by the Authority. The Offeror's response must expressly state the terms and conditions of the Authority's **Exhibit A - VIWAPA General Contract Terms for Equipment & Supplies - Federal Requirements** to which the Offeror takes exception. Unless expressed by the Authority in writing, no exception shall be deemed to be accepted. The Authority reserves the right, depending upon the stated exception, to consider any proposal nonresponsive and not subject to further consideration. All questions and inquiries regarding any matter affecting the proposal responses must exclusively be directed, in writing, to the Authority's Manager of Contract Administration, Ms. Nicole Aubain.

3.1 General RFP Requirements

All costs and expenses associated with developing and/or submitting a proposal in response to an RFP and/or any related activity following the submission of any such proposal shall be borne by the Offeror. While VIWAPA has endeavored to supply useful information in the RFP, it makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information contained herein or otherwise provided to any Offeror by, or on behalf of, VIWAPA. VIWAPA shall have no liability relating to or arising from any such information or the use thereof. Offerors are encouraged to conduct their own investigation and analysis of any and all information contained herein or otherwise provided by or on behalf of VIWAPA. The RFP is not an offer or commitment and is not capable of being accepted to form a binding agreement. VIWAPA reserves the right, in its sole discretion, to withdraw or modify the RFP at any time, to accept or reject any or all proposals for any reason, to waive any irregularities or informalities in the proposal process or any nonconformance with the requirements of the RFP, and to enter into further discussion or interviews with any one or more Offeror.

3.2 General Contract Requirements

This project will be federally funded by FEMA and HUD CDBG-DR Grant Funds. The successful Offeror will be required to abide by the federal rules, regulations, contract terms, conditions, and provisions applicable to the federal funding provided for this project. The federal contract terms, conditions, and provisions are attached to the RFP. **Both Offeror and sub-offeror(s) should give careful attention to the rules and regulations applicable to federally funded projects in the Exhibit A - VIWAPA General Contract Terms for Equipment & Supplies - Federal Requirements. Successful Offerors must not be debarred from working on federal contracts.**

The Authority's **Exhibit A - VIWAPA General Contract Terms for Equipment & Supplies - Federal Requirements** shall also be applicable to all Contracts with the Offeror. Additionally, any contract entered into in this matter is subject to the HUD Terms and Conditions (“HUD RIDER”) which are attached hereto and made a part of this RFP as **Exhibit B – HUD-CBDG General Provisions**. The Offeror's response must expressly state those provisions of the Authority's General Contract Terms or HUD Rider with which the Offeror takes exception. The Authority reserves the right to reject any exceptions, or consider any exceptions taken to the General Terms and Conditions to be unresponsive and not subject to further consideration.

3.3 Taxes

The Price proposed by Offeror shall be the total consideration, inclusive of taxes, if applicable. The Offeror, if awarded the Contract, may be subject to Virgin Islands gross receipt taxes; excise taxes, import taxes or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror unless exempt by law. The Offeror is advised to contact the Virgin Islands Bureau of Internal Revenue (“IRB”), (340) 715-1040, for information on their tax obligations. Neither the Authority, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror's tax liability. **To the extent an Offeror claims an exemption from any applicable Virgin Island Tax or custom duty, Offeror must, upon contract execution, present the Authority documented evidence from IRB or other Virgin Islands Government Department establishing that the Offeror is not responsible for taxes.**

Pursuant to 33 VIC § 44(a) (b) of the Virgin Islands Code as amended, the Government of the Virgin Islands and its instrumentalities, agencies and public corporations are required, when making a payment to any person, partnership, firm corporation or other business association that is subject to the payment of gross receipt taxes under the law, to deduct and withhold from such payment, gross receipt taxes as required by law at 33 V.I.C. § 43 (a). Payment for the purposes of withholding is defined by law as:

1. any single payment of at least \$30,000.
2. any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.

In Contracts where the Offeror will provide to the Authority, equipment, supplies, materials, or parts (the “Materials”) which are to become the property of the Authority and where such Materials are subject to custom duties and/or excise taxes (“Taxes”), those Materials must be consigned to the Authority at a port other than the Virgin Islands. Provided however that the Offeror shall retain the risk of loss for the Materials until the scope of work of the contract is completed or accepted. The Offeror shall provide insurance against loss or damage to the Materials while in transit in the amount of 100% of the value of the Materials provided for the benefit of the Authority.

Attached please find further direction from the Virgin Islands Bureau of Internal Revenue regarding tax obligations for contractors working in the Virgin Islands identified as **Exhibit C – Tax Requirement**.

3.4 Insurance

The Offeror is required to obtain and maintain in effect insurance coverage pursuant to Clause 13 of **Exhibit A - VIWAPA General Contract Terms for Equipment & Supplies - Federal Requirements**. In addition, the Offeror shall submit proof of insurance coverage to the Manager of Contract Administration upon award of the Contract. Failure to provide the required insurance as requested shall be grounds to rescind the Contract. If required, Offeror shall obtain Errors and Omission Liability Insurance in an amount not less than \$2,000,000.00.

3.5 Environmental Responsibility

The Offeror shall, in the performance of the Scope of Work, be responsible for complying with any federal or local laws and any Rules, Regulations and Guidelines issued by the U.S. Environmental Protection Agency (EPA), V.I. Department of Planning and Natural Resources (DPNR), and any other Federal or local regulatory agencies with regard to the discharge or spilling of prohibited contaminants prohibited by law during the performance of the Contract.

The Offeror shall become familiar with and adhere to the policies and practices of the Authority regarding the discharge or spilling of oil, petroleum products, and any other policies applicable to the work as determined by the Authority.

In addition, Offeror shall be responsible, at its expense, for the clean-up of any and all substances, regulated or not, which it spills or causes to be spilled on the Authority’s premises or work sites. The Offeror shall indemnify the Authority for any and all fines and penalties, assessed to the Authority as a result of Offeror’s failure to adhere to EPA, OSHA and DPNR regulations and directives, and shall further pay all the Authority’s costs, expenses, and attorney’s fees, in connection therewith. Additionally, the Offeror shall indemnify the Authority for the cost of cleaning up all spills and discharges if the Authority has performed such work on Offeror’s behalf.

3.6 Federally Funded Projects

A. Unique Entity ID & Sam Search Requirements

Federal Law requires that all contractors performing work on projects involving federal funds must be vetted to determine if they have been suspended or debarred from submitting proposals on Federal Government Projects. Before a proposal may be submitted on federal funded projects, Offeror needs to obtain a Unique Identity ID, a 12-character alphanumeric ID for each physical location of your business. The Unique Identity ID, formally known as the Data Universal Numbering Systems Number (DUNS), is free for all businesses required to register with the federal government for contracts or grants.

When submitting a proposal, Offeror(s) must provide their Unique Entity ID at the time of submission of their proposal or upon contract execution. Where federal funds are used for payment of contract services, contractors that are serving an active suspension, or are currently debarred by the Federal Government from the federal procurement process will not, be allowed to participate in the Authority's procurement process. Any proposal submitted by an excluded contractor shall not be eligible for consideration, nor shall a debarred or suspended contractor be allowed to serve as an individual surety. **Further, the Authority shall not award a contract to an Offeror that subcontracts any portion of the Authority's work to any firm, company, individual or corporation that is serving an active suspension or is currently debarred by the Federal Government.** During the procurement process, the Authority will check the System Award Management ("SAM"), a Federal Government owned and operated free website that consolidates the capabilities in Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Applications (ORCA) and the Excluded Parties List System (EPLS), to determine if Offeror or any of its subcontractors have been debarred or suspended.

The Authority will make semi-annual checks on SAM to verify that all contractors that are performing work on federally funded projects of the Authority are in good standing and have not been suspended or debarred. All verification attempts shall be documented. If after contract award or during the performance of any contract, it is found that a contractor has been debarred or suspended, any active contract(s) of an excluded contractor will be terminated for default or for convenience under separate provisions of the contract.

B. Davis Bacon Act Requirements

In instances where Federal funds are utilized for the payment of the Scope of Work, the Offeror shall comply with the Davis Bacon and Related Acts (DBRA). These regulations can be found in part within the Code of Federal Regulations (Title 29 CFR, Parts 1,3,5,6 and 7). The Davis-Bacon Act requires that all contractors and subcontractors performing work on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000, pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Rate Determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

Prevailing wages are computed by the Department of Labor (DOL) and are issued in the form of a Federal Wage Decision. This decision includes a Wage Rate Determination for each work classification listed by construction type, for each county where work is performed. Each contractor and subcontractor hired must sign a contract which includes the Federal Wage Decision listing and a Wage Determination for its employees by worker classification.

Attached as **Exhibit D – Notice of Federal Guidelines – Attachment 1-6**, is a Notice of Federal Guidelines related to the Davis-Bacon Act and its requirements.

C. Use of Small, Minority and Women's Owned Enterprises

The Offeror will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

- vi. For work performed in the Virgin Islands, Offeror shall utilize in the procurement of subcontract for goods and services, the attached listing (**Exhibit E – V.I. UCP Directory of DBE Firms**) of DBE/SBA businesses. Offeror shall also ensure similar requirements to small businesses, minority-owned firms, and women's business enterprises are provided in its contracts or subcontracts etc.

D. Section 3 Requirements

- i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this contract agree to comply with HUD's regulations under 24 C.F.R. Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- iii. The Offeror agrees to send to each labor organization or representative of workers with which the Offeror has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Offeror's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Offeror will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- v. The Offeror will certify that any vacant employment positions, including training positions, that are filled: (1) after the Offeror is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Offeror's obligations under 24 C.F.R. Part 135.

- vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

E. Affirmative Action Plan

In order to comply with **Section 3** and **Executive Order 11246**, the U.S. Department of Housing and Urban Development requires that all Offerors develop and implement an Affirmative Action Plan. This plan is a series of forms and statements, which show specific steps taken by the Offeror to promote Equal Opportunity and the utilization of area residents and business in the implementation of this Contract. This plan must be submitted to VIWAPA upon contract execution.

Reference to **Section 3** of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C., 17010 will also be found in the appendix document referenced as the "HUD Riders".

3.7 Conflict of Interest

An Offeror submitting a proposal must certify that it has familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code pertaining to conflicts of interest and has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations, if awarded a contract under this RFP. An Offeror submitting a proposal must certify that:

- no officer, agent, or employees of the Virgin Islands Water and Power Authority or any member of the Authority's Governing Boards has a pecuniary interest in the proposal.
- the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror for the same request for proposals.
- the Offeror is competing solely on its own behalf without connection with or obligation to any undisclosed person or firm.

The Offeror must also describe any contractual or other business relationship with VIWAPA or any of its employees, officers, or members of the Board, including the value of the contract or business relationship, entered into during the last five (5) calendar years. Offeror, and any of their contractors, shall notify VIWAPA as soon as possible if the proposed scope of work, or any aspect related to the anticipated work raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)).

Offeror and its subcontractors shall explain the actual or potential conflict in writing in sufficient detail so that VIWAPA is able to assess such actual or potential conflict. Offeror and any of its subcontractors shall provide VIWAPA any additional information necessary for VIWAPA to fully assess and address such actual or potential conflict of interest. Offeror and its subcontractors shall accept any reasonable conflict mitigation strategy employed by VIWAPA including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. A violation of this requirement may result in the rescinding of a contract award or termination of the contract.

3.8 Drug and Alcohol Testing for Offeror's Employees

The use of drugs, alcohol, and unauthorized substances is prohibited at all of the Authority's business locations, power generating, transmission and distribution, and potable water facilities, workplaces, worksites, and parking areas (hereinafter "Premises").

- Drugs are any drug or controlled substance which is not legally obtainable under both local and/or federal law, including but not limited to marijuana, opiates, PCP (phencyclidine), cocaine, heroin, amphetamines, barbiturates, benzodiazepines, narcotics, hallucinogens, inhalants, designer drugs, and/or any substances and/or paraphernalia that are prohibited by federal or local law.
- Unauthorized substances are over-the-counter or prescription drugs that are used, possessed, purchased, transferred, dispensed, or distributed in the manner outlined below:
 - a. prescription drugs that are not prescribed and/or prescribed on an invalid prescription.
 - b. prescription drugs that are prescribed at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription.
 - c. over-the-counter drugs in a manner or quantity other than set forth in the directions, or
 - d. over-the-counter or prescription drugs in a manner that contradicts the direction or instructions for use.
- Alcohol is defined as a colorless volatile flammable liquid that is produced by the natural fermentation of sugars and is the intoxicating constituent of wine, beer, spirits, and other drinks.

The Offeror (and its subcontractors or agents) that furnish temporary employees that work alongside VIWAPA employees or that are assigned to work at any VIWAPA worksite, must have a Drug, Alcohol, and Unauthorized Substance Testing Policy for their respective employees, which policy shall include reasonable suspicion and post-accident testing. In the event an Offeror, its agent or subcontractor does not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Offeror, its agent or its subcontractors shall apply the Authority's Drug, Alcohol, and Unauthorized Substance Policy, approved April 26, 2016, and shall confirm in writing, to the Authority's Project Manager, within ten (10) work days after the effective date of the contract, that its employees, and employees of its agents or subcontractors, have been notified of and instructed on the Authority's Policy requirements. Failure by the Offeror, or its agent, or subcontractor to have a Drug, Alcohol, or Unauthorized Substance Testing Policy, and to present evidence of such upon contract execution, or to agree to use the Authority's policy in the event they do not have a policy of their own; or to verify in writing their employees have been trained on the Authority's policy, may be grounds to rescind the contract award or terminate the contract.

The Authority reserves the right to notify the Offeror if the Authority suspects that the Offeror's employee, agent, or subcontractor employee is in violation of the Contract or the Authority's Drug, Alcohol, and Unauthorized Substance Policy. If notified, the Offeror shall immediately invoke reasonable suspicion or post-accident testing. The Offeror shall provide the Authority with a written report advising of the results of the testing, its investigation into the Authority's complaint and the status of the employee involved in the investigation. Any Offeror's employee, or employee of a subcontractor, or agent that fails a drug, alcohol, or substance abuse test shall not be allowed to return to the Authority's Premises until the Offeror provides written verification to the Authority that the employee has passed a subsequent test and is appropriately rehabilitated. Provided however, the Authority may require the removal from the jobsite of any employee of an Offeror or subcontractor or agent if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

A copy of the Offeror, Subcontractor or Agent's Drug, Alcohol, and Unauthorized Substance Policy must be presented upon contract execution.

3.9 Communication with Authority Board Members / Employees /Evaluation Committee Members

To preserve the integrity of the procurement process, and unless otherwise instructed, all communication, written or oral, regarding any RFP and/or solicitation of quotations, must be submitted through the Authority's Contract Services Manager. Any direct contact made by an Offeror with the Authority's Board Members, Officers, Directors, employees, or the members of the Authority's Evaluation Committee concerning the procurement in an attempt to influence the procurement is prohibited and may be grounds for disqualification.

3.10 Confidentiality

Offerors are advised that any and all materials, information and documentation in any proposal submitted in connection with an RFP may become a record of the Authority and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date no court of law has ruled on the application of this law to independent instrumentalities such as the Authority. “Confidential Information” includes all technical business, personnel, taxpayer, or other information including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present, and future research, development, and business activities of the disclosing party and that has been identified as “confidential”. Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees); (ii) was known prior to the date of this Agreement by “or becomes known to” the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to legal process or regulation.

3.11 Contract Execution

The final contract sent to the Offeror for execution must be signed and returned to the Division of Contract Administration within seven (7) business days of receipt. Failure by the Offeror to return the executed contract within the stated time may result in the contract award being rescinded. It is the responsibility of the Offeror to timely advise the Authority of any issues affecting contract execution so that the parties may discuss additional time for execution.

3.12 Notice to Proceed

The Notice to Proceed contains the commencement date of the contract work. The Notice to Proceed form must be executed and a copy presented to the Manager of Contract Administration prior to the final execution of the contract by the Authority’s Contracting Officer.

4.0 SPECIFIC PROVISIONS

4.1 Scope of Section

This section includes guidelines and requirements that must be adhered to while performing the work.

4.2 Acceptance of Work

Acceptance shall be made through VIWAPA's assigned personnel. Specifically, the project acceptance will be based upon receipt of the final project report, satisfactory completion of punch list items, demobilization of Offeror's equipment, and documentation outlining the equipment's final destination at a licensed facility.

4.3 Codes and Standards

The project shall be performed in accordance with all the Federal and Local Codes and Standards that are deemed applicable to the project. The Codes and Standards utilized shall be the latest edition in effect on the date of preparing the project proposal. The applicable section of the most current version of the codes, standards and regulations listed in this Request for Proposal include, but not are necessarily limited to, standards promulgated by the following agencies and organizations:

AGMA:	American Generator Manufacturer's Association
ASTM:	American Association of Testing and Material
AWWA:	American Water Works Association
DOT:	Department of Transportation
EPA:	Environmental Protection Agency
FP-96:	Federal highway Administration
IEEE:	Institute of Electrical and Electronics Engineers
NEC:	National Electric Code
NEMA:	National Electric Manufacturers Association
NESC:	National Electric Safety Code
NSI:	National Sanitation Foundation
OSHA:	Occupational Safety and Health Administration
RCRA:	Resource Conservation and Recovery Act
TSCA:	Toxic Substance and Control Act

Including local (U.S. Virgin Islands) building, plumbing, mechanical, electrical, fire, health department and public safety codes.

Manufacturer's Specifications: All manufactured material, and/or equipment offered by the contractor and its vendors shall be in accordance with the design criteria and shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's specifications and instructions, unless herein specified otherwise.

4.4 Conflict of Interest

No member of the Governing Body of the Authority or other unit of government and no other officer, employee, or agent who exercises any functions or responsibilities in connection with carrying out the project shall have a personal interest direct or indirect, in the contract.

4.5 Inclement Weather

Within ten (10) days of the date on the notice to proceed, the Offeror shall submit to the owner a plan, which outlines necessary measures the Offeror proposes to perform, at no additional cost to the Owner, in case of inclement weather.

The Offeror, including subcontractors, will take every practicable precaution to minimize danger to persons, to the work, and to adjacent property, and carefully protect the work and material against damage or injury to personnel due to weather. These precautions shall include closing all openings, removing, or securing all loose material, tools, or equipment from exposed locations, and removing or securing scaffolding and other temporary work.

4.6 Payment Schedule

Description	Payment Percentage
1. Commence of Contract / Notice to Proceed	5%
2. Shop Drawing Approval	15%
3. Successful Factory Acceptance Test	20%
4. Shipment Received by VIWAPA	60%

4.7 Evaluation Scoring Requirement

All Offerors submitting a proposal will be evaluated on a value scale of 100 points.

Evaluation Criteria	Evaluation Details	Weight (100)
1. Compliance with RFP Requirements	Respondents must demonstrate their materials meet the specifications outlined in the RFP.	10
2. Time for Delivery	The relative ranking of respondent's time to complete the project as defined in the RFP.	10
3. Pricing	The relative ranking of respondent's pricing proposal compared to other RFP submissions based on the information provided.	80

Descriptions of the evaluation criteria items above are as follows:

1. Compliance with RFP Requirements:
 - List any exceptions to the specifications in the RFP
 - Provide a list of all materials to be provided including detailed specifications
2. Time for Delivery:
 - Provide a detailed timeline for the completion of this project
 - Provide a description showing the work is to be provided within performance schedules
3. Pricing: Offeror's total proposal price for the project will be compared against other respondents and against the Authority's estimate for the services, following any adjustments deemed necessary to allow for equal and fair comparison. Significant variances with the budget will be noted and analyzed.

4.8 Quality in Absence of Detailed Specifications

Where the project requires that material or equipment be provided or that construction work be performed, and a detailed specification of such material, equipment or construction work are not set forth, the Offeror shall perform a submittal for the owner's approval. The material and equipment must be of the best grade in quality and workmanship obtainable in the market, from firms with established, good reputations, and shall follow standard practices in the performance or construction of work. Where not specified, the Offeror shall provide original manufacturer equipment or equal quality products. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment or work as a whole and in part.

4.9 Safety

The Offeror shall be responsible for the safety and health conditions on the work site. The Offeror shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Offeror shall provide protection for all persons including but not limited to his employees and employees of other Offerors or subcontractors, members of the public, and employees, agents and representatives of the Owner, and regulatory agencies that may be on or about the work- site.

The Offeror shall provide and maintain all necessary safety equipment such as barriers, signs, lights, walkways, fire prevention and firefighting equipment. The Offeror shall take such other action as required to fulfill his obligation. A fire watch personnel is mandatory when welding, cutting, etc. The Offeror shall comply with the Authority's Hot Work, Work, and confined space permit procedure.

All personnel shall wear hard hats, shoes, ID badges, FRC clothing and safety equipment at the work site at all times. No short pants or cut off sleeves are allowed on the facility. The Offeror will dress its personnel to comply with all OSHA standards pertaining to Power Plant Facilities. The Owner's representative is authorized to halt the work if these requirements are not met.

Offeror's personnel found consuming alcoholic beverage(s) or using illegal drugs on site or during lunch breaks on or off-site will be escorted from the premises and barred from entering the jobsite, at no additional cost to VIWAPA.

The Offeror shall comply with all applicable federal and local laws, ordinances, rules, and lawful orders of authorities having jurisdiction for the safety of employees and protection of property.

The Offeror shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs. The Offeror shall follow the Authority's Lockout & Tag- out Rules & Procedures. The Authority will provide the Offeror with a copy of this manual.

4.10 Sanitation

The Offeror shall enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste that shall be conducive to their health and tend to prevent the inception and spread of contagious and infectious disease among them. The Offeror shall maintain necessary, sanitary conveniences for the use of the workers on the project, properly secluded from public observation. Such facilities shall be made available when the first set of employees arrives at the project site.

4.11 Security

The Offeror is responsible for maintaining security at the project site even though the project site is within an existing facility with fences. All stored material and equipment must be secured against unauthorized use. Prior to mobilizing, the Offeror shall submit a list of personnel who will be working on the project to VIWAPA's Project Coordinator. Identification passes will be made at no cost to the Offeror. All passes must be handed in prior to demobilizing.

4.12 Site Clean Up

The Offeror must provide trash receptacles for the disposal of all work-related trash. The work site must be cleaned daily of paper, plastics, beverage containers, etc. Any unwanted work-related trash should be placed in trash-receptacles supplied by the Offeror. Upon completion of work, the Offeror shall remove from the site all rubbish and unusable material resulting from his work. All demolished materials and waste materials must be removed from the project sites in accordance with the applicable local and federal regulations.

4.13 Sub-Contractors

The Offeror shall list in his proposal suggested subcontractors proposed for the principal parts of the work and a brief description of the work to be performed by them. The Owner reserves the rights to approve the subcontractors. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner. The selected Offeror shall assume the responsibility to bind every subcontractor by the terms of the contract, and to the drawings and specifications applicable to his work. With regard to payment by the Offeror for work performed by any of its Subcontractors, the Offeror, after invoicing the Authority for Subcontractor work, shall pay each Subcontractor after it receives payment for their services from the Authority. Upon request for any subsequent progress payments, Offeror in order to receive that payment, must present suitable evidence that payment(s) previously made for Subcontractor work was paid to Subcontractor. Offeror, by appropriate agreement with each Subcontractor, shall require each Subcontractor to make payments to their Subcontractor in a similar manner. The Authority shall NOT have any obligation to pay, or see to the payment of, money to Subcontractors, except as may otherwise be required by law.

4.14 Warranties

The Offeror warrants for a period of one year to the Owner that material and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the contract documents. The Offeror warrants that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Offeror's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Offeror, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Offeror shall furnish satisfactory evidence as to the kind and quality of material and equipment.

4.15 Workmanship

All work is to be accomplished in a workmanlike manner and with first class workmanship. All work shall be free of defects or faults.

5.0 SCOPE OF WORK

5.1 Introduction

GENERAL

1. Certifications and permits

The Offeror will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

2. Environmental Considerations

All waste materials to include released product, oil contaminated soil, absorbent and all other materials must be properly handled and disposed of in accordance with applicable local and federal requirements at the expense of the Offeror, including required testing and documentation. Materials noted herein shall not be disposed of in the local landfills if material is determined to be hazardous.

3. Other Considerations

- Within fourteen (14) workdays after execution of a contract agreement and issuance of the Notice to Proceed, the Offeror shall submit to the Authority's Project Manager a firm project schedule for the Project scope of work. The project schedule must be agreed upon by the Authority prior to the commencement of work.
- The Offeror shall be responsible for securing all applicable local and federal permits related to this project and comply with the development and implementation of all environmental regulatory requirements associated therewith.
- The Offeror must have a valid Virgin Islands business license directly related to this project's work scope, and must have, at a minimum, 5 years of experience relating to the Project scope of work. Offeror shall submit qualifications and past work history statement to verify this fact.
- The Offeror shall supply an adequate work force that includes competent supervisory personnel, and shall provide all tools, equipment, and materials necessary to satisfactorily complete the project in a timely manner. Verification of the work force qualifications is required prior to any removal activity. Offeror including all employees, agents and subcontractors must be OSHA certified. Verification shall include, at a minimum, current OSHA 8-hour health and safety training and current certification associated with the company's oil spill response plan. Offeror must demonstrate compliance with all OSHA requirements for the duration of the scope of work.

5.2 Work Scope

The scope of work for this project is for the procurement of medium voltage cable for the Queen Mary's Highway & Hannah's Rest St. Croix Underground Electrical Construction Projects and for Feeder 5A and Feeder 9A (Phase 1 & 2), St. Thomas Underground Electrical Construction Project. The scope of services shall include design, manufacturing, assembly, factory testing, and shipment in accordance with the contract specifications contained in this bid package in **Exhibit F – Cable Procurement Specifications**. Note: this project does not contain drawings. The scope of work for this project consists of the following:

- Furnish Medium Voltage Cables in accordance with Contract Specifications.
- Cable reels shall not exceed 3,000 Feet.
- Provide Metal Cable Reels Only
- Ship 25kV Cable to Estate Slob, St. Croix, USVI.
- Ship 15kV Cable to Container Port, St. Thomas, USVI.

Definitions:

EPA -	Environmental Protection Agency
OSHA -	Occupational Safety and Health Administration
NEC -	National Electric Code
NEMA -	National Electric Manufactures Association
RCRA -	Resource Conservation and Recovery Act
TSCA -	Toxic Substance and Control Act
EPA -	Environmental Protection Agency
OSHA -	Occupational Safety and Health Administration
NEC -	National Electric Code
NEMA -	National Electric Manufactures Association
RCRA -	Resource Conservation and Recovery Act
TSCA -	Toxic Substance and Control Act
DOT -	Department of Transportation
ASTM -	American Society of Testing Materials
AGMA -	American Generator Manufacturer's Association
NESC -	National Electric Safety Code
AWWA -	American Water Works Association
NSI -	National Sanitation Foundation
FP-96 -	Federal Highway Administration

5.3 Changes in Scope of Work

A. Changes

- (1) The Authority reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alteration in the work as necessary to satisfactorily complete the project. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Offeror agrees to perform the work as altered.
- (2) Unless such alterations and increases or decreases materially change the character of the work to be performed or the costs thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the magnitude of the alterations is such as to alter the scope of the work specified in the contract by materially changing either the character or the unit costs of the work under the contract, whether or not changed by any such alteration, an adjustment will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work and shall take into consideration the effect of the changes on the general scope of original contracted work (if any), the Contract price, the completion date, and/or other terms or conditions of the Contract. If a basis cannot be agreed upon, then the Authority reserves the right to require the Offeror to perform the work, to eliminate the increased quantity from the contract, or to perform the work in other manner. Compensation, for changes, or other modifications of the Contract due to change shall be set forth in Contract change orders.
- (3) If the altered or added work is of sufficient magnitude to require additional time in which to complete the project, such time adjustments may be made, and the Contract shall be modified in writing accordingly.

B. Increased or Decreased Quantities

- (1) Increases or decreases in the proposal schedule quantities, other than as provided will be considered as normal overruns or underruns, and the Offeror shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities or performed.
- (2) The Contracting Officer may order omitted from the work any portions of work and such omissions shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof, nor shall the Offeror have any claim for loss of anticipated profits on this eliminated work.
- (3) No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profit claimed by the Offeror, except as may be specifically provided in the specifications, resulting either directly or indirectly from such increased or decreased quantities, or from unbalanced allocation among the contract items of overhead expenses on the part of the Offeror and subsequent loss of expected reimbursement therefore, or from any other cause. A contract addendum should be included if any work is to be performed outside of the original scope.

6.0 **PROPOSAL FORM**

Name of the Offeror _____ (Individual, Firm or Corporation)

Date of Proposal _____

To: The Virgin Islands Water and Power Authority
St. Thomas, Virgin Islands

Pursuant to your request for proposal and in compliance with other related Contract Documents, the undersigned does hereby propose to furnish all materials, labor, tools, supervision, equipment and insurance necessary for the St. Croix, Feeder, 8B, Underground Electrical Construction Project, in strict accordance with the Contract Documents for the prices indicated below.

The above-named Offeror affirms and declares:

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Offeror is not in arrears to the Virgin Islands Water and Power Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation in the Virgin Islands Water and Power Authority.
4. That no officer or employee or person whose salary is payable in whole or in part from the Virgin Islands Water & Power Authority is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That the Offeror has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in anyway, affect the work or its performance.
6. All proposals shall remain firm for a period of Sixty (60) days following the date of public opening.

7. That the undersigned, as Offeror, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:
8. Offeror must fill in all blanks in the Proposal Form. The sum of the extended costs must equal the Lump Sum Proposal Price.
9. The Offeror will carefully coordinate his work with the Virgin Islands Water and Power Authority. The Offeror shall submit a detailed time schedule. This schedule shall be incorporated into the construction schedule to be submitted to the Engineer.

Work on the Project Contract time begins on the date of issuance of the NOTICE TO PROCEED.

10. The proposed construction schedule must accompany this Proposal Form. (Note: Offeror(s) must provide a response on each item. All entries in the entire Proposal must be made clearly and in ink; or typed.)

7.0 BID SCHEDULE FORMS

BASE BID SCHEDULE FORM:

(Note: **Bidder must bid on each item**. All entries in the entire Bid must be made carefully and typed or in ink; prices bid must be written in both words and figures.)

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
BASE BID					
1	135,500	Linear Feet	1/C #750 kcmil copper, 25kV cable (per specifications)		
2	11,700	Linear Feet	Parallel #1/0 AWG copper, 25kV cable (per specifications)		
3	30,000	Linear Feet	1/C #750 kcmil copper, 15kV cable (per specifications)		
4	50,000	Linear Feet	Parallel #1/0 AWG copper, 15kV cable (per specifications)		
5	135,500	Linear Feet	Shipping cost to St Croix for #750 kcmil copper, 25kV cable		
6	11,700	Linear Feet	Shipping cost to St Croix for #1/0 AWG copper, 25kV cable		
7	30,000	Linear Feet	Shipping cost to St Thomas for #750 kcmil copper, 15kV cable		
8	50,000	Linear Feet	Shipping cost to St Thomas for #1/0, AWG copper, 15kV cable		
TOTAL BASE BID COST					

ALTERNATE BIDSCHEDULE FORM:

(Note: **Bidder must bid on each item**. All entries in the entire Bid must be made carefully and typed or in ink; prices bid must be written in both words and figures.)

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
ALTERNATE BID					
1	135,500	Linear Feet	1/C #750 kcmil aluminum, 25kV cable (per specifications)		
2	11,700	Linear Feet	Parallel #1/0 AWG aluminum, 25kV cable (per specifications)		
3	30,000	Linear Feet	1/C #750 kcmil aluminum, 15kV cable (per specifications)		
4	50,000	Linear Feet	Parallel #1/0 AWG aluminum, 15kV cable (per specifications)		
5	135,500	Linear Feet	Shipping cost to St Croix for #750 kcmil aluminum, 25kV cable		
6	11,700	Linear Feet	Shipping cost to St Croix for #1/0 AWG aluminum, 25kV cable		
7	30,000	Linear Feet	Shipping cost to St Thomas for #750 kcmil aluminum, 15kV cable		
8	50,000	Linear Feet	Shipping cost to St Thomas for #1/0, AWG aluminum ,15kV cable		
TOTAL ALTERNATE BID COST					

8.0 QUESTIONNAIRE (MANDATORY)

The undersigned guarantees the truth and accuracy of all statements and answers contained herein. (Include additional sheets if necessary)

1. How many years has your organization been in business as a General Offeror/Sub-Offeror?

_____ Years

2. Within the past five years, how many Construction projects equal to or greater than this project has your organization completed?

3. Have you ever failed to complete work per Contract Specifications or within the time limits of a Contract awarded to you? If so, where, when, and why?

4. Provide the following reference information regarding individuals and/or companies for which you have performed related work:

Name and address of owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____

Completion Date: _____

Project Cost: _____

Name and address of owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____

Completion Date: _____

Project Cost: _____

Name and address of owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____

Completion Date: _____

Project Cost: _____

5. Have you personally inspected the site(s) of the proposed work? Describe any anticipated problems with the site and your proposed solutions.

6. Will you sublet any part of this work? If so, give details.

7. Have you included any exceptions with your proposal?

8. Have you included a Preliminary Project Schedule with your proposal? _____

9. Have you included the professional resume of your intended Project Manager with your proposal? _____

10. Is the business a: Sole-Proprietorship, Partnership, Corporation? (Circle one)

11. Please mark (with an X) the included documentation or accepted terms in your proposal.

Liquidated damages accepted	_____
Insurance included	_____
Equipment and Supplies General	_____
Contract Terms Accepted	_____
Payment Schedule Accepted	_____
Valid VI Business License	_____
Submittals (Project schedule, etc.)	_____

Note: If any unmarked, please explain:

The names of all persons interested in the foregoing proposal as principal are:

(NOTE: If Offeror or other interested person is a corporation, give legal name of corporation, state where incorporated and names of president and secretary; if partnership, give name of firm and names of all individual co-partners composing the firm; if Offeror or other interested person is an individual, give first and last names in full.)

Are any current employees of the Authority involved in any way, shape, or form with the preparation of the proposal or completion of the described work scope? If so, please describe.

Licensed in accordance with 27 Virgin Islands Code Section 303 and with license number:

SIGN HERE: _____

Signature of Offeror

(NOTE: If Offeror is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Offeror is a partnership, set forth the name of the firm together with the signature(s) of the partner or partners authorized to sign contracts on behalf to the partnership.)

Business Address: _____

Telephone Number: _____

Facsimile Number: _____

Date of Proposal: _____

END OF PROPOSAL FORM

**VIRGIN ISLANDS WATER AND POWER AUTHORITY
GENERAL CONTRACT TERMS FOR EQUIPMENT &
SUPPLIES/FEDERAL REQUIREMENTS**

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**VIRGIN ISLANDS WATER AND POWER AUTHORITY
GENERAL CONTRACT TERMS FOR EQUIPMENT & SUPPLIES**

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. The term **"Work"** shall mean all equipment and/or supplies described in the Specifications, Request for Proposal, purchase orders or contract, and shall include any alternatives or exceptions to the Specifications incorporated in the bid and all work required by these General Contract Terms.

b. The term **"Specifications"** shall mean the detailed description of, and requirements for, equipment to be purchased or manufactured, including all plans and drawings, which are a part of the Specifications.

c. The term **"Authority"** shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof.

d. The term **"Contractor"** shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his/her legal personal representatives, successors, and assigns. Contractor shall also mean the "Seller", which is providing the Authority with Equipment or Supplies.

e. The term **"Contract"** shall mean the written agreement between the Authority and the Contractor.

f. The term **"Site"** shall mean the area within which the equipment is to be delivered and/or installed.

g. The term **"Contracting Officer"** shall mean the Executive Director of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority. The Contracting Officer shall not mean the Project Coordinator.

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall perform the Work in accordance with the terms of the Contract. This Work includes all necessary services, the furnishing of all labor, materials, equipment, tools, supervision, transportation and insurance, and documentation except as otherwise provided necessary to comply with the Work. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

b. The Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of the Authority as to the work to be subcontracted; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Nothing contained herein shall create any contractual rights in any subcontractor against the Authority. Contractor shall cause all subcontracts applicable to any portion of the Work on the Authority's premises to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, naming both Authority and Contractor as an additional insured.

c. Any provisions of the Purchase Order or Contract which appear to give the Authority a right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the Work is to be performed.

d. All supplies and/or equipment supplied or services performed by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements of the contract and these terms and conditions

e. The Contractor shall deliver the supplies and/or equipment and perform any services to be furnished in accordance with the scheduled delivery dates and any schedule of performance stated herein. It is understood and agreed by the Contractor that time is of the essence of each and every

portion of the Work for which a certain length of time or a completion date is fixed for performance. Receipt and acceptance by the Authority of revised schedules from the Contractor during the work shall not be deemed a waiver of the contract completion date, unless agreed to by the Authority in writing.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor shall furnish and maintain at the Site a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor or any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

b. The Contract completion date shall be the date specified on the Bid form, or the Purchase Order or Contract, unless the Contractor has designated a later date that is acceptable to the Authority. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work is ready for final inspection and acceptance.

4. SITE WORK

When any aspect of this Contract involves attendance at or the performance of Services at the Authority's plant site or the site of any of the Authority's customer, the following additional provisions shall apply: (a) Contractor and its agent, officers, employees, and subcontractors shall comply with all site rules and all safety and security regulations imposed by the Authority (or its customer, if at such customer's site); (b) Contractor shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of the services; (c) Contractor shall maintain the following insurance during the performance of the Services, and shall provide the Authority with satisfactory proof of such insurance coverage: (i) general liability insurance covering all sums for which Contractor shall become legally liable to pay as damages arising out of property damage, personal injury, bodily injury, sickness or death; (ii) automobile liability insurance covering all sums for which the Contractor shall become legally liable to pay as damages arising out of bodily injury, sickness or death or property damage, arising out of the operation of owned or non-owned automobiles; (iii) Worker's Compensation

Insurance to conform with the laws and limits in accordance with statutory requirements of the applicable jurisdiction, and employer's liability insurance covering all sums for which Contractor shall become legally liable to pay as damages arising out of bodily injury to or occupational disease of the employees of Contractor or employees of any subcontractor of Contractor; (iv) if the Services required any professional engineering, design, architectural, or survey services, professional liability insurance covering all sums for which Contractor shall become liable to pay as damages arising out of property damage or personal injury, bodily injury, sickness, or death (such policy shall be maintained for three years beyond final completion of the Services); (d) all required insurance coverage specified above shall; (i) except as otherwise expressly provided, provide for combined single limit of liability for each occurrence of not less than \$1,000,000.00; (ii) include a waiver of subrogation clause in favor of the Authority; (iii) name the Authority as an additional insured with respect to the operations of Contractor; and (iv) provide that at least 30 days' written notice shall be given to the Authority prior to any material change or cancellation of any such policy or policies.

5. EFFECTIVE DATE

The Contract shall become effective upon the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract.

6. CHANGES

The Authority may at any time, by written notice to Contractor, change this order or the Contract as to (1) designs or drawings of or specifications for the equipment, (2) time or place of delivery or performance, (3) method of packing or shipment, or (4) quantity of the goods or extent of the services. If this causes a change in Contractor's cost or time of performance, then an equitable adjustment shall be made in the price or time for delivery or performance, or both, if Contractor give the Authority a written request for an adjustment within 20 days after the Authority notifies Contractor of the change. All changes must be documented and approved in writing by the Authority project manager before authorizing any changes. Contractor's actions in proceeding with the changes to the Scope of Work without first securing written authorization from the Contracting Officer shall result in a legal presumption

that shall be prima facie that Contractor is not entitled to additional compensation. Compensation, for changes to the Scope of Work, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in change orders or contract addendums. Provided however, that the disagreement between the parties on adjustments for changes shall not excuse the Contractor from proceeding with the completion of the Work as changed.

Termination under this paragraph shall terminate or impact only the Contractor's obligation and right regarding the delivery of goods or in providing services under any provision of the Contract, including this paragraph, and shall not terminate or impair Contractor's other obligations, or any of the Authority's rights, under the Contract.

7. A. TERMINATION FOR DEFAULT

- (i) If the Contractor shall commit a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within seven (7) work days after receipt of written notice thereof by the Authority, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within ten (10) work days after such written notice, the Authority may terminate by fifteen (15) days written notice the Contractor's right to proceed with the Work or such part thereof as to which there has been a default. In such event, the Authority may take over the Work and prosecute same to completion by contract or otherwise and the Contractor and his sureties may be liable to the Authority for any excess cost occasioned the Authority thereby, and for damages inclusive of any excess cost occasioned by the Authority until such reasonable time as may be required for final completion of the Work. If the Contractor's right to proceed is so terminated, the Contractor shall provide so that the Authority can utilize in the completion of the Work such materials, data, reports, calculations, and information as has been compiled by Contractor in the performance of the Work which the Authority has previously paid for.
- (ii) If the Authority shall commit a material breach or default of any of its covenants or obligations under

the Contract and shall fail to commence to remedy the same within seven (7) work days after receipt of written notice thereof by the Contractor, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within ten (10) work days after such written notice, the Contractor may, by fifteen (15) days written notice to the Authority, terminate the Authority's right to proceed with the Work or such part thereof as to which there has been a default. In such event, the Authority may be liable for damages.

- (iii) Upon receipt of a termination notice, Contractor shall
- (a) promptly discontinue all Work to the extent directed; and
 - (b) secure the Work site to avoid damage or injury to persons or property.

B. TERMINATION FOR CONVENIENCE

- (a) The Authority may, at any time, terminate the Contract for its convenience and without cause.
- (b) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:
 - i. cease operations as directed by the Authority in the notice;
 - ii. take actions necessary, or that the Authority may direct for the protection and preservation of the Work;
 - iii. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.
- (c) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in b(iii)) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority.

8. CONTRACT PRICE

Unless otherwise expressly and specifically provided herein, the prices stated in the purchase order, contract, contract addendum or change orders are firm and are not subject to increase. Unless the Authority agrees otherwise in writing, the Authority shall not be required to pay any sales, use or other taxes arising because of the Authority's purchase from the Contractor. The Authority shall not be required to pay any late charge, interest, finance charge, or similar charge, unless the parties agree otherwise in writing. The Authority's payment of the purchase price does not constitute its acceptance of the goods or services.

9. TERMS OF PAYMENT

1. Payments will be in accordance with the following:

a. Unless otherwise specified in the Purchase Order or Contract, payment shall be made by the Authority to the Contractor within thirty (30) days after receipt and processing of a properly executed and duly certified invoice thereof with required supporting documentation.

b. Should the Purchase Order or Contract contain a schedule of payments, such schedule will be appropriately adjusted for any delays in delivery or other performance.

c. The acceptance by the Contractor of final payment, except for any express written reservation of rights, shall be and shall operate as a release of the Authority from all claims of and all liability to the Contractor for all things done or furnished in connection with the Purchase Order or Contract, and for every act and neglect of the Authority and others for whom the Authority is or may be responsible relating to or arising out of the Purchase Order or Contract. However, no payment, final or otherwise, shall operate to release the Contractor from any obligations under the Purchase Order or Contract.

10. EXCUSABLE DELAY AND DAMAGES

(a) Contractor shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not by the exercise of due diligence have

avoided, including an act of any governmental authority, an act of God, extraordinary weather conditions, flood, an accident such as a fire or explosion not due to the negligence of the Contractor, a strike not caused or prolonged by an unfair labor practice of the Seller, public disorder or riot, a failure of public transportation facilities, and inability of the Authority to provide access due to plant malfunctions. Delay in the Contractor's receipt of subcontracted supplies or services, even for reasons beyond the control of the subcontractors, shall not be excusable delay hereunder if the supplies or services are available to the Contractor from another source. The Contractor shall give written notice and full particulars of the cause of delay relied upon within 48 hours after the Contractor knows, or should know, of the occurrence. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. The Authority shall not be liable for any additional costs incurred as a result of such delay.

(b.) If the Contractor should fail to meet the Contract completion date, for any cause other than excusable causes as defined in paragraph a, above, the Contractor and his sureties shall be liable to the Authority, and shall be assessed liquidated damages and not as a penalty subject to a maximum of liquidated damages not greater than of the total consideration, which amount the Authority may deduct from payments thereafter due the Contractor.

(c.) The Authority reserves the right under this clause to forego its claim for liquidated damages for delays and to sue for actual damages incurred as a result of such delays.

11. DELIVERY AND FORCE MAJEURE

Unless the Authority agrees otherwise in writing, Contractor shall deliver the goods DDP ("delivered duty paid") and F.O.B. (Uniform Commercial Code term) to the location identified by the Authority, except that the Authority may, at its option, take delivery of all or any part of the goods at Contractor's facility; provided however that it shall be the responsibility of the Contractor to ensure delivery of the equipment to the designated location and further provided that the Contractor shall deliver the equipment or supplies to a reputable shipping agency and insure the equipment or supplies for 120% of the value of the Contract or Purchase Order. Time of delivery or performance is of the essence, and the Authority's stated delivery or performance date and the date for performance of any other obligation of

Contractor shall not be extended for any reason, including delays in manufacture or shipment that Contractor cannot control, except as provided in the following sentence. Contractor shall not be liable for any nonperformance or delay in performance caused solely by a strike, lockout, riot, war, insurrection, act of God or public enemy, if Contractor immediately notifies the Authority of the event and gives the Authority a detailed description of the non-performance and/ or delay in completion of the Work that will be caused by it.

The Authority shall then have the option to terminate the Contract, without liability to Contractor, by giving written notice of termination to Contractor. Except as provided in this paragraph, no event or circumstance shall limit Contractor's liability for any non-performance or delay, even if the event or circumstance is beyond Contractor's control.

12. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

a. The Contractor shall comply strictly with all applicable federal, state, territorial and local laws, codes, orders and regulations in connection with the performance of the scope of work. The Contractor shall provide the Authority, upon request, with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with this Article.

b. Contractor acknowledges that it is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer and usage of the Supplies or Equipment provided under the Contract, including any export license requirements. Contractor agrees to indemnify and hold the Authority harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations.

13. INSURANCE

The insurance requirements are as set forth in the attached Exhibit A.

14. INSPECTION AND TESTS

A. The Authority shall have the right to inspect any and all records of the Contractor or its

subcontractors whenever the Authority believes that this is necessary to assure it that equipment to be furnished hereunder is being produced and will be produced in full compliance with the requirement of the Contract or Purchase Order and on schedule. In addition, the Contractor shall provide, and shall cause its subcontractors to provide, access to factories and shops at all reasonable times for the Authority to inspect work in progress. The Authority shall have the right to be present and witness tests relating to the equipment purchased hereunder. The Authority, in addition, shall have the right to require additional tests to be performed at all reasonable times and places. Any special tests ordered in writing by the Authority will be paid for by the Authority, provided that if such tests reveal nonconformity with the Purchase Order requirements, the cost of such tests shall be borne by the Contractor. No inspection, failure to inspect or waiver of inspection by the Authority or anyone acting on its behalf shall relieve the Contractor of its obligation to furnish equipment and services fully in accordance with the requirements of the Contract or Purchase Order. All equipment is received subject to inspection and approval, notwithstanding prior payment, it being understood that payment does not constitute acceptance. All rejected equipment will be held at the Contractor's expense and risk, pending the Contractor's disposition instructions.

- B. The Authority shall have the right to inspect the Goods, if any, at Contractor's plant or other place of manufacture. Notwithstanding any such inspection, all Goods are subject to the Authority's final inspection and acceptance on deliver. If rejected, the Goods will be held for disposal at Contractor's risk and expense. No inspection, acceptance of any part or all the Goods, or payment shall relieve Contractor from full responsibility for furnishing Goods conforming to the requirements of this Contract, nor prejudice any claim, right, or privilege the Authority may have for defective or unsatisfactory Goods, delays in delivery, or other non-compliance with this Contract by Contractor.

15. RIGHT TO AUDIT

1. The Authority reserves the right to review original estimate files, change order estimate

files, detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project-related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade or volume discounts earned and insurance proceeds, rebates, or dividends received.

2. The contractor shall provide the Authority with copies of records in computer-readable format as well as a hard copy.
3. The Authority reserves the right to audit any supporting evidence necessary to substantiate charges related to the contract or purchase order (both direct and indirect costs, including overhead allocation as may apply to costs associated with the contract or purchase order).
4. The Authority reserves the right to audit any records necessary to evaluate and verify (a) contractor compliance with contract requirements, (b) compliance with the Authority's business ethics policies, and (c) compliance with provisions for pricing change orders, payment, or claims submitted by the contractor or any of payees.
5. The contractor's records shall be subject to audit throughout the term of the contract and for a period of five years after final payment or longer, if required by law.
6. The contractor shall include the Authority's right to audit provisions in contracts of all subcontractors, insurance agents, material suppliers, or any other business entity providing goods and services
7. The Contractor shall permit the Authority to interview any of the contractor's current and former employees during the audit.
8. The Contractor shall provide adequate work space and access to photocopy machines.
9. The Authority shall recoup the cost of the audit if the audit detects over charges greater than 0.5 % of the

total contract billings.

16. SUBCONTRACTING

The Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of the Authority as to the work to be subcontracted and the subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Nothing contained herein shall create any contractual rights in any subcontractor against the Authority. Contractor shall cause all subcontracts applicable to any work on the Authority's premises to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, naming both the Authority and Contractor as additional insureds. Subcontracts shall provide for the Contractor the same rights against the subcontractor as the Authority has hereunder against the Contractor and shall expressly state that such provisions shall also be for the benefit of the Authority.

17. ASSIGNMENT

The Contractor shall not assign the Purchase Order or Contract or any of its rights thereunder the Purchase Order or Contract without the prior written consent of the Authority, and any assignment made without such consent shall be void.

18. CONFIDENTIALITY

All reports, specifications, software, drawings, photographs, technical information, and information regarding locations of facilities, furnished by the Authority or originally furnished or prepared by the Contractor or its subcontractors in connection with the Purchase Order or Contract shall, except to the extent indicated in writing by the Authority, be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Purchase Order or Contract, and be delivered or returned to the Authority upon completion of such performance. The Contractor shall not use the Authority's name in connection with any advertisement or any announcement regarding its work under the Purchase Order or Contract or for any other purpose without obtaining the Authority's prior written permission. The Contractor acknowledges that its

violation of the provisions of this article may result in irreparable harm to the Authority, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages.

Accordingly, the Contractor agrees that the Authority will be entitled to injunctive relief to enforce the terms of this article, in addition to its remedies at law.

19. INDEMNITY

(a) Contractor shall indemnify and hold the Authority harmless (and defend the Authority, upon its request) as to any claims, liabilities, losses, damages and expenses (including, without limitation, attorneys' fees and other legal expenses) brought against the Authority or incurred by the Authority because of: (1) any breach by Contractor of any of its representations or warranties to, or agreements with, the Authority; (2) any claim that any of the supplies, equipment or services provided by the Contractor infringes upon any patent, trademark, copyright or other intellectual property right, anywhere in the world; or (3) any death, injury, cause of action or damage to any person or property alleged to have been caused by the Contractor in performance of the Work.

(b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract.

(c) It is further agreed to by the parties that the Authority shall have the sole authority to direct the defense of and settle any indemnified claim. Further that the Authority shall not contribute to any settlement so long as the demand is within the insurance policy limits required by the contract or purchase order.

20. WARRANTIES

The Contractor warrants that the equipment furnished hereunder will be new and free from defects in title, design, material, fabrication and workmanship, will conform strictly to applicable specifications, drawings, standards and codes, regulatory requirements, and other descriptions incorporated herein, will be suitable for its intended purpose and of merchantable quality, and will comply with and be usable in compliance with its intended purpose and with

all applicable laws and regulations. The Contractor further warrants that any services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the best accepted practices. Should any failure to meet any of the warranties stated herein appear within twelve (12) months after commencement of commercial operation of the equipment or eighteen (18) months after acceptance of the equipment by the Authority, whichever first occurs, the Contractor shall upon notice by the Authority repair or replace the equipment and perform the services not conforming to the foregoing warranties, promptly and without expense to the Authority. In the event of a failure of the Contractor to promptly remedy any breach of warranty as aforesaid, the Authority may correct the deficiencies and charge the Contractor for the cost thereof, which costs the Contractor shall pay. The aforesaid warranties shall survive acceptance of and payment for equipment and services furnished hereunder. After any equipment or services have been repaired, replaced or redone pursuant to the foregoing warranties, they shall be subject anew to the original warranties.

21. FALSE CLAIMS

Contractor warrants that it shall not, with respect to any Contract or Purchase Order, make or present any claim upon or against the Authority and/or 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.

22. DELIVERY, TITLE and RISK OF LOSS

Delivery of the Goods, if any, to the Authority shall take place at The Authority's plant site or such other shipping destination specified on the face of this Contract. Notwithstanding any shipping arrangement specified in this Contract, Contractor shall have the risk of loss for all Goods shipped under this Contract until receipt of delivery and acceptance pass to the Authority. Partial shipments are not permitted unless otherwise agreed to in writing by the Authority. For the purpose of securing Contractor's performance of its obligations under this Contract, Contractor hereby grants to the Authority a security interest in and to the completed or partially completed Goods covered by any progress payments by the Authority.

23. GOVERNING LAW

The laws of the United States Virgin Islands shall govern the interpretation and construction to the extent applicable. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the contract.

24. TERMINATION FOR CONVENIENCE:

- (c) The Authority may, at any time, terminate the Contract for its convenience and without cause.
- (d) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:
 - i. cease operations as directed by the Authority in the notice;
 - iv. take actions necessary, or that the Authority may direct for the protection and preservation of the Work;
 - v. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.

(c) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in b(iii)) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority.

25. FEMA/HUD GENERAL PROVISIONS

The terms and conditions of HUD General Provisions, a copy of which is attached hereto and made a part of these General Contract Terms as Exhibit B are applicable to this Agreement.

26. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS

(a) Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and attorney's fees, arising after

the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contractor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Authority, its employees or agents, the Contractor, its-servants, employees, agents or invitees, or the Contractor's subcontractors, subcontractor employees, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Authority, or both, to the Contractor.

(b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract.

(c) It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to the Authority to contribute to any settlement so long as the demand is within Contractor's insurance policy limits.

27. LIENS

1. The Contractor shall indemnify and save the Authority harmless from all laborers, material men's, and mechanics' liens on the Work or the Site, or the Authority's interest therein, arising out of the services, labor, equipment and materials furnished by the Contractor (or any of its subcontractors) under the Contract, and shall keep the Work and the Site free and clear of all liens and encumbrances arising from the performances of the Work.

2. The final payment for the Work, as provided for in Clause 15 shall not become due until the Contractor shall have supplied to the Authority a complete release of all laborers', material men's and mechanics' liens arising out of the services, labor and materials furnished by the Contractor (or any of his subcontractors) under the Contract. An affidavit that, so far as the Contractor has knowledge or information, the releases

include all the labor and materials for which a lien could be filed shall also be supplied: Provided that the Contractor may, if any subcontractor refuses to furnish a release, furnish a bond satisfactory to the Authority to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all monies that the Authority may have to pay in discharging such lien, including all costs and expenses, including attorney's fees, said refund to be made within thirty (30) days after the submission by the Authority to the Contractor of an invoice for such monies.

28. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. GRATUITIES

1. The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the Authority, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Authority with a view toward securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Authority's findings hereunder shall be conclusive.

2. In the event this Contract is terminated pursuant to paragraph a, the Authority shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Authority is entitled by law, to exemplary damages in an amount (as determined by the Authority) which shall not be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the Authority under this under provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

30. RIGHT TO AUDIT

1. The Authority reserves the right to review original estimate files, change order estimate files, detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project-related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade or volume discounts earned and insurance proceeds, rebates, or dividends received.
2. The contractor shall provide the Authority with copies of records in computer-readable format as well as a hard copy.
3. The Authority reserves the right to audit any supporting evidence necessary to substantiate charges related to the contract or purchase order (both direct and indirect costs, including overhead allocation as may apply to costs associated with the contract or purchase order).
4. The Authority reserves the right to audit any records necessary to evaluate and verify (a) contractor compliance with contract requirements, (b) compliance with the Authority's business ethics policies, and (c) compliance with provisions for pricing change orders, payment, or claims submitted by the contractor or any of payees.
5. The contractor's records shall be subject to audit throughout the term of the contract and for a period of five years after final payment or longer, if required by law.
6. The contractor shall include the Authority's right to audit provisions in contracts of all subcontractors, insurance agents, material suppliers, or any other business entity providing goods and services
7. The Contractor shall permit the Authority to interview any of the contractor's current and former employees

during the audit.

8. The Contractor shall provide adequate work space and access to photocopy machines.
9. The Authority shall recoup the cost of the audit if the audit detects over charges greater than 0.5 % of the total contract billings.

31. NOTICE

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Authority to the Contracting Officer.

32. ENFORCEMENT

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

33. GOVERNING LAW

The laws of the Virgin Islands shall govern the interpretation and construction of this Agreement to the extent applicable. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

34. EFFECTIVE DATE

The Contract shall become effective retroactive to the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract.

35. 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.

36. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that if this Contract is funded, in whole or in part, by federal funds, Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

37. EQUAL EMPLOYMENT OPPORTUNITY

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 employees are treated during employment 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; laying off 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 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 onto such litigation to protect the interests of the United States."

38. COMPLIANCE WITH THE COPELAND" ANTI-KICKBACK" ACT

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145. and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

39. 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 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 request to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this 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. FEMA or such other authorized Federal agency 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 the 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. 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.

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.S. 7401 et. seq.
2. The contractor agrees to report each violation to the local Department of Planning & Natural Resources ("DPNR") and the Authority and understands and agrees that DPNR and the Authority will, in turn, report each violation as required to assure notification to the 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.

41. 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 Department of Planning and Natural Resources ("DPNR") and the Authority and understands and agrees that DPNR and the Authority will, in turn, report each violation as required to assure notification to the 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.

42. 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 Contractor. 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 of the Virgin Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

43. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352

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 or 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 non-Federal award.

44. ACCESS TO RECORDS

1. The contractor agrees to provide the Government of the Virgin Islands, the Authority, the FEMA 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

45. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Authority, or DHS seals(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA or Authority preapproval.

46. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, Executive Orders, FEMA policies, procedures, and directives.

47. NO OBLIGATION BY FEDERAL GOVERNMENT

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.

48. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

49. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make the 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-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program>."

50. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

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WAPA INSURANCE REQUIREMENTS

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A. Liability and Workers Compensation Insurance Requirements					
During construction, Contractor and/or its general contractor are to carry the liability and workers' compensation insurances set out below. Subcontractors are to carry the same coverages but required limits may be amended at the discretion of the Contractor for subcontractors to reflect the size of their contracts, subject to a minimum limit of \$1,000,000 each for Commercial General Liability, Automobile Liability and Employers Liability. After receipt of evidence of insurance for any subcontractor, WAPA reserves the right to require limits up to those required for the Contractor. Once operations have begun, Contractor and/or its general contractor shall have in place and at all times maintain the below liability and workers' compensation insurances.					
	Coverage Type	Minimum Limit		Maximum Deductible or Retentions	
1.	Commercial General Liability	\$2,000,000*	Combined single limit per occurrence and in the aggregate where applicable	\$100,000	Per occurrence
2.	Automobile Liability	\$2,000,000*	Combined single limit per accident	\$100,000	Per accident
3.	Employers Liability	\$2,000,000*	Each accident for bodily injury by accident Each employee and policy limit for bodily injury by disease	\$100,000	Each accident or employee (for disease)
4.	Workers Compensation	Statutory requirements	Per occurrence	N.A.	N.A.
5.	Professional Liability	\$2,000,000*	Per occurrence and in the aggregate	\$25,000	Per occurrence
* Combination of primary and excess or umbrella liability policies. Any combination of primary and excess limits is acceptable if the total equals or exceeds the specified amount.					
Liability Insurance Terms and Conditions					
	a.	Occurrence Basis	The primary General Liability policy and any Excess or Umbrella Liability policy that provides additional limits over the primary General Liability policy shall be "occurrence-based" policies. Claims-made policies will not be accepted.		
	b.	Additional Insured	The General Liability policy and any Excess or Umbrella Liability policy shall be endorsed to name WAPA as an additional insured. Any such policy shall contain language that: "Such insurance as afforded by this policy for the benefit of WAPA shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and insured hereunder, and any insurance carried by WAPA shall be excess of and noncontributing with insurance afforded by this policy."		
	c.	Completed Operations	The Contractor and any subcontractors' General Liability coverage in place during construction shall include Completed Operations coverage,		

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WAPA INSURANCE REQUIREMENTS

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			which coverage is to continue for a minimum of two years following completion of construction.
	d.	Defense Costs	Defense costs in all primary liability policies shall be “outside the limit”, i.e., the full policy limits are for the payment of damages.

B. Environmental Impairment Liability Insurance Requirements			
Contractors are to carry Environmental Impairment Liability (“EIL”) insurance with a minimum limit of \$2,000,000 annual aggregate. EIL coverage is to be maintained during the full term of the contract and for five years following completion of construction. The EIL policy (or policies if the limit is met with a combination of primary and excess policies) are subject to the following terms and conditions: 1. There shall be no exclusion for prior acts or conditions of which the insured is unaware. 2. The EIL policy shall be endorsed to name WAPA as an additional insured. Any such policy shall contain language that "Such insurance as afforded by this policy for the benefit of WAPA shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and insured hereunder, and any insurance carried by WAPA shall be excess of and noncontributing with insurance afforded by this policy." 3. The EIL policy will cover liability for property damage or bodily injury to third parties, including clean-up or remediation of any damaged property. 4. The insurer may, but is not required to participate in the defense of any claim. 5. Defense costs are to be covered as part of the annual aggregate limit.			
C. Property Insurance Requirements			
Property policy(ies) shall cover all risks of direct physical loss to the property, including coverage for collapse and transit (with respect to property in transit that will become a part of buildings or structures under construction). Boiler and machinery coverage on a breakdown basis is to be included in the All Risk policy or provided in a separate policy. Testing of any equipment is to be included. There shall be no exclusion for the perils of explosion, collapse or underground damage.			
1.	Builder’s Risk Property Insurance (to be in place from inception of construction through final testing and acceptance at which time property insurance converts to the permanent property insurance program (see B.2.),		
	Coverage Type	Minimum Limit	Maximum Deductible or Retentions

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	Earth Movement including Earthquake, Volcanic Activity, and Subsidence.	Replacement Value of Insurable Real and Personal Property	Annual Aggregate	5% of Replacement Value	Per Occurrence
	Hurricane/ Windstorm		Annual Aggregate	5% of Replacement Value	Per Occurrence
	Flood including Tsunamis		Annual Aggregate	5% of Replacement Value	Per Occurrence
	Debris Removal	20% of Replacement Value	Per occurrence	Included	
	Ordinance or Law	10% of Replacement Value	Per occurrence	Included	
	Expediting Expense	20% of Replacement Value	Per occurrence	Included	
	All Other Perils (including boiler and machinery perils where applicable)	Replacement Value of Insurable Real and Personal Property	Per occurrence	\$100,000	Per Occurrence
	Soft Costs	100% of costs which would be incurred again following a total loss at the end of construction.		45 Days	Per Occurrence
2.	Property Insurance (Permanent program to be in place simultaneously with the expiration or cancellation of the Builders’ Risk coverage (see B. 1.) and shall remain in place continuously through the term of the Agreement)				
	Coverage Type	Minimum Limit		Maximum Deductible or Retentions	
	Earth Movement including Earthquake, Volcanic Activity, and Subsidence.	Replacement Value of Insurable Real and Personal Property.	Annual Aggregate	5% of Replacement Value	Per Occurrence
	Hurricane/ Windstorm		Annual Aggregate	5% of Replacement Value	Per Occurrence
	Flood including Tsunamis		Annual Aggregate	5% of Replacement Value	Per Occurrence
	Debris Removal	20% of Replacement Value	Per occurrence	Included	

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	Ordinance or Law	10% of Replacement Value	Per Occurrence	Included	
	All Other Perils (including boiler and machinery perils where applicable)	Replacement Value of Insurable Real and Personal Property	Per Occurrence	\$500,000	Per Occurrence
	Extra Expense/ Expediting Expense Combined	20% of Replacement Values	Per Occurrence	Included	
	Replacement Power Extra Expense	To the extent coverage is reasonably available, 100% of incremental expense that WAPA incurs to replace the annual output of the Facility for one year following a covered occurrence, such amount to be determined with WAPA each year.		45 Days	Per Occurrence
	Property Insurance Terms and Conditions				
	a.	Coinurance	No property policy may contain a coinsurance clause.		
	b.	Ordinance or Law	Each property policy is to cover the costs incurred in repairing or replacing the damaged property to meet current building codes. Coverage is to be provided for: Loss to the Undamaged Portion of the Building Demolition Cost Increased Cost of Construction		
	c.	Terrorism	Terrorism coverage is not required.		
	D. Requirements Applicable to All Insurance Policies				
	1.	Insurance Company Rating	All insurance companies shall be rated A- or better by A.M. Best's. Should an insurance company's rating fall below A-, Seller (or its general contractor) shall replace that insurance company with a qualifying insurance company within 60 Days.		
	2.	Notice of Cancellation	Each insurance company shall provide written notification to WAPA 60 Days prior to the effective date of any cancellation or non-renewal.		
	3.	Evidence of Compliance with Insurance Requirements at Insurance Date	Evidence is to consist of an original certificate of insurance signed by an approved officer of the insurance company or its authorized representative. The certificate shall show: • The name of the insurance company • The policy period • The policy number • The description of the property • The name of the Seller/Policyholder • WAPA as an additional insured (General Liability and Excess or Umbrella Liability only)		

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WAPA INSURANCE REQUIREMENTS

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			• WAPA as loss payee (Builders Risk Property Insurance and Property Insurance including Replacement Power Extra Expense) • The 60 Days cancellation notice Liability insurance certificates are to be on ACORD form 28 or its equivalent for property insurance and ACORD form 25 or its equivalent for liability insurance. Evidence of workers' compensation insurance shall be issued by the appropriate Workers' Compensation Administration bureau of the Government of the Virgin Islands.
	4.	Evidence of Renewal or Replacement Policies	Contractor shall advise WAPA of any renewals or replacements of the required insurances by providing the same documentation required in C.3 above. Such evidence shall be provided prior to the expiration date of the policy that is being renewed or replaced.

HUD GENERAL PROVISIONS (“HUD RIDER”)

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

VIWAPA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA or VIWAPA. The Contractor/Subcontractor shall cooperate with all VIWAPA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records

of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

15. CONFLICTS OF INTEREST

The Contractor/Subcontractor shall notify VIWAPA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that VIWAPA is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide VIWAPA any additional information necessary for VIWAPA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIWAPA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- i. Placing unreasonable requirements on firms in order for them to qualify to do business,
- ii. Requiring unnecessary experience and excessive bonding,
- iii. Noncompetitive pricing practices between firms or between affiliated companies,
- iv. Noncompetitive awards to consultants that are on retainer contracts,
- v. Organizational conflicts of interest,
- vi. Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- vii. Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to VIWAPA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. ASSIGNABILITY

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of VIWAPA.

18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIHFA, VIWAPA or the Government of the Virgin Islands, and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and

shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIWAPA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of VIWAPA, become VIWAPA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to VIWAPA for damages sustained by VIWAPA by virtue of any breach of the contract by the Contractor/Subcontractor, and VIWAPA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due VIWAPA from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

VIWAPA may terminate this contract at any time by giving at least fifteen (15) days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIWAPA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

A. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the contractor including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

B. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

C. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

D. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

- E. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

- A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, 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.
- B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex or national origin.

- D. The Contractor/Subcontractor 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 by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor/Subcontractor 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.
- F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 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.
- H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and

housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. LOBBYING (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, 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 Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

29. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$150,000)

The Contractor/Subcontractor shall comply with VIWAPA's bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's/Subcontractor's obligations under such contract.
- (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons,

particularly persons who are recipients of HUD assistance for housing.

- B.** The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C.** The Offeror agrees to send to each labor organization or representative of workers with which the Offeror has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E.** The Offeror will certify that any vacant employment positions, including training positions, that are filled: (1) after the Offeror is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Offeror's obligations under 24 C.F.R. part 135.
- F.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing

Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A.1.a.(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price. VIWAPA follows standards to ensure goods and services are procured efficiently, at a fair price, and in compliance with all applicable Federal and Territorial laws and executive orders.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. Part 58 - ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD

environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program-specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 - LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. Part 58 - ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, VIHFA must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. § 5121 *et seq.*, established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.*, for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § 5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§ 983.251-983.262 and pursuant to 2 CFR Part 2429, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee. VIWAPA guarantees compliance with this Act.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the

recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR Part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

(1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

(2) The plan shall provide for relocation assistance in accordance with § 42.350.

(3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on VIHFA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document which can be found at <https://www.vihfa.gov/disaster-recovery/citizen-participation>. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. Monitoring

As per CDBG regulation 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, VIHFA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

51. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**
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VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE



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St. Thomas VI 00802
Phone: (340) 715-1040
Fax: (340) 774-2672

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This letter serves to inform you of your tax filing obligations to the Government of the Virgin Islands. The following describes the primary taxes that are administered by the Virgin Islands Bureau of Internal Revenue. You are advised to contact a tax professional or an accountant to ensure that you satisfy your tax filing and payment obligations relative to the conduct of trade or business in the US Virgin Islands.

Income tax:

Pursuant to the laws enacted by the US Congress, the US Virgin Islands uses the Internal Revenue Code as its income tax code, and the income taxes are paid directly to the Bureau of Internal Revenue. If you operate as a sole proprietor, you will file and pay using Form 1040, along with a Schedule C to include your business income. If you operate as a corporation, you will file and pay using Form 1120. A USVI corporation will file and pay income tax on its worldwide income. A US corporation will file and pay tax on Form 1120F, including only the income sourced in the Virgin Islands. The rates that apply are the same rates under the Internal Revenue Code. For corporations, in addition to the regular rates, the Virgin Islands imposes an additional ten percent (10%) surcharge on the tax liability of the corporation.

If you are a United States resident, who has income from working for a period of time in the Virgin Islands, you are required to file Form 8689 to allocate the Virgin Islands sourced income to the Virgin Islands. This form is in addition to the Form 1040, and can be obtained from www.irs.gov.

Employment Taxes:

A sole proprietor, a corporation, or any other firm or entity doing business in the US Virgin Islands must withhold income taxes from the wages paid to its employees performing services in the US Virgin Islands. The withheld taxes must be paid to the Bureau of Internal Revenue and not to the IRS. This applies to those employees that are hired locally, or those transferred to work in the Virgin Islands temporarily. For the applicable withholding tax rates, please review Circular E, Publication 15. All withheld amounts must be paid to the Bureau of Internal Revenue.

Deposits of withheld taxes should be done on Form 501VI. Form 941VI, Employer's Quarterly Withholding Tax Return, must be filed by the last day of the month following the quarter, and include any outstanding amount owed. All payments should be made directly to the Bureau of Internal Revenue. Employers must provide Form W-2VI to the employees who perform work in the Virgin Islands.

Gross Receipts Tax:

A Gross Receipts Tax is imposed on all income received in the Virgin Islands. This means that all trade and business income received from the conduct of business within the Virgin Islands, without reduction for any expenses whatsoever, is subject to gross receipts tax at the rate of 5%. Taxpayers must file and pay gross receipts tax using Form 720VI or 720B, whichever is applicable.

Excise Tax:

The Virgin Islands imposes an excise tax on goods imported into the territory by any individual, firm, or corporation doing business in the Virgin Islands. The tax applies to all goods, merchandise, or commodities manufactured in or brought into the territory for sale or disposition in the course of trade or business, for processing or manufacturing, or for any other business purpose, unless a statutory exemption exists. The excise tax is based on the invoice value, and is marked up by 5%. The applicable excise tax rates range from 2% to 25%, depending on the type of good imported. If no specific rate is designated in the Virgin Islands Code, the tax is 4%. There is no exemption for items brought into the territory by contractors of the Virgin Islands Government. The excise tax is filed on Form 721VI.

Highway User's tax:

The Highway User's tax is imposed on every person or firm registering a vehicle requiring licensing in the US Virgin Islands for the first time. The tax is based upon the unladen weight of the vehicle, at the rate of sixteen cents per pound, with a minimum tax of \$25. Vehicles subject to the highway user's tax are exempt from excise tax. Vehicles imported into the territory by a contractor, which must be registered to be driven on the road, will be subject to highway user's tax.

A member of my staff will be making direct contact with you in order to ensure that any questions or concerns you may have will be addressed, and that you are in full compliance with your tax obligations. If you have any questions, please contact Ms. Jacqueline Luke, Acting Chief of Delinquent Accounts and Returns, at (340) 715-1040, ext. 2261.

Sincerely,

Jacqueline Luke
Acting Chief of Delinquent Accounts and Returns Branch

Virgin Islands Water and Power Authority

Notice of Federal Guidelines

PROJECT SUMMARY:

The Virgin Islands Water and Power Authority is the recipient of a federal grant from the U. S. Department of Housing & Urban Development - Community Development Block Grant – Disaster Recovery Program which is administered locally by the Virgin Islands Housing Finance Authority.

This notice serves to advise contractors bidding on this project of the federal guidelines that are applicable to this project. Enclosed for review and adherence are the following:

- Federal Labor Standards Provisions (**Attachment #1**)
- Davis Bacon Wage Determination (**Attachment #2**)
- Certified Payroll Form (**Attachment #3**)
- Section 3 Guidelines (**Attachment #4 & 5**)
- Contractor Monthly Reporting Form (**Attachment #6**)

1. FEDERAL LABOR STANDARDS PROVISIONS (Attachment #1): In accordance with the **Davis Bacon Act**, as amended (40 U. S. 276a-276a-5), all laborers and mechanics employed in conjunction with the work covered by this contract shall be paid at rates not less than those prevailing on similar construction projects in the locality as determined by the Secretary of Labor (**Attachment #2**). Davis Bacon Wage Rate Determination is the listing of wage rates and fringe benefit rates for each classification of mechanics and laborers for which the Department of Labor has determined to be prevailing in a given area for a particular type of construction.

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates.

The Contract Work Hours and Safety Standards Act (CWHSSA), is applicable to this project; workers shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act 940 U. S. C. 327332). CWHSSA requires the payment of time and one-half for overtime hours or work in excess of 40 hours per week. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). The principal contractor is responsible for the full compliance of all sub-contractors and any lower tiers hired to perform work.

The Copeland Act (Anti-Kickback Act), is applicable to the project; the provision gives workers on covered Federal contracts the right to receive the full pay to which they are entitled for the work. It further regulates payroll deductions, the submission of weekly payroll reports, and the method by which contractors and subcontractors must pay their employees; apply to contracts in excess of \$2,000 for the construction, prosecution, repair, or completion of public buildings,

public works, or works which are supported by the United States, including buildings or works for which the federal assistance granted is in the form of loan guarantees or insurance.

The Fair Labor Standards Act (FLSA), is applicable to this project; it contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

For the duration of the construction project, the successful contractor will be required to submit weekly payrolls (**Attachment #3**) to the Virgin Islands Housing Finance Authority – Community Development Block Grant – Disaster Recovery Programs Division for review. Contractors shall also require any sub-contractors on the project to submit weekly payroll forms.

2. SECTION 3: *(For contracts of \$100,000 and above)* This contract is subject to the requirements of **Section 3** of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C., 17010. **Section 3** requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project. The project area for this activity is refers to low income resident on St. Thomas, VI.

Applicability: Housing rehab (including lead-based paint abatement); housing construction (i.e., HOME housing rehabilitation; new construction); demolition; other public construction (i.e., CDBG(DR) infrastructure; public facilities). Section 3 covered contracts include all building trades (carpentry, masonry, plumbing, electrical) and also professional services (architectural, engineering, legal, management and administrative support).

Numerical goals for employment and contracting:

- 30% of new full-time hires = 1 out of 3
- 10% of total dollar amount of contracts for building trades work
- 3% of total dollar amount of professional services contracts

Potential bidders shall be advised that compliance with Section 3 is **mandatory**, that the winning bidder will be required to submit a list of their permanent full-time employees prior to award, that there will be certain numerical goals for hiring and contracting, and that VIHFA will collect personal information from your permanent full-time employees in order to determine whether at least 30% of the hires for the project qualify as Section 3 residents (i.e., public housing residents or low-income persons (Attachment #5).

Labor Standards Enforcement

Involves the activities that take place during construction to ensure contractor compliance.

1. Posting the wage decision and Notice to Employees. The contractor is required to display on the job site a copy of the applicable Davis- Bacon wage decision and the form WH-1321, Notice to Employees (<https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>). The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage rate for their trade and to inform them of who to contact (the contract administrator) if they have any questions or want to file a complaint.

Puerto Rico		
Caribbean District Office		
 Address	 Phone	 District Director
US Dept. of Labor Wage & Hour Division T-Mobile Center B-7 Tabonuco Street Suite 1104 Guaynabo, PR 00968	(787) 775-1947 1-866-4-USWAGE (1-866-487-9243)	Jose R. Vazquez

a. **Conduct on-site interviews with laborers and mechanics (Attachment # 6).** The Davis-Bacon Act requires interviews to determine if the contractor is complying with the Federal Davis-Bacon prevailing wages. VIHFA must periodically conduct interviews with the construction workers on the job site. The purpose of the interviews is to capture observations of the work being performed and to get the workers' views on the hours they work, the type work they perform and the wages they receive.

2. **Review contractor and subcontractor certified payroll reports.** VIHFA will review the certified payroll generally to ensure that all laborers and mechanics are being paid no less than the wage rates contained on the applicable Davis-Bacon wage decision for the type of work they perform.

3. **Contractor Reporting.** This report is to be developed on a monthly basis by each contractor receiving Community Development Block Grants Disaster Recovery Program funds for construction projects. This report is due five (05) days after the reporting period or the 5th of the following month. Failure to submit this report according to the required frequency may result in the suspension of payment until all the reports are submitted (**Attachment #7**).

Conclusion

The successful contractor will be required to comply with the federal requirements above for the duration of the project. Failure to comply will be deemed substantial non-compliance and may be considered a default under the terms of the contract. Default may result in disciplinary action to include suspension or debarment from future participation in contracts issued by VIHFA or funded by any programs administered by the VIHFA. The CDBG-DR program staff will be available to provide technical assistance to the contractor and sub-contractor (or the contractor's authorized representative) with respect to instructions on the preparation of the weekly payroll forms and also the procedures for documentation of household income for determination of Section 3 resident status.

Please refer any questions/concerns about the federal requirements to the CDBG staff:

Ms. Jamila Haynes
Senior Compliance and Monitoring Manager
3438 Kronprindsens Gade
GERS Complex 1st Floor, Suite 4
St. Thomas, VI 00802
Telephone: (340) 777-4432
e-mail: jhaynes@vihfa.gov

Federal Labor Standards Provisions

**U.S. Department of
Housing
and Urban
Development
Office of Labor Relations**

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

"General Decision Number: VI20190002 01/04/2019

State: Virgin Islands

Counties: Virgin Islands Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/04/2019

Rates	Fringes
\$ 8.42	a+b+c
\$ 7.41	
\$ 7.59	
\$ 7.63	
\$ 7.67	.17+e+f
\$ 7.25	.17+e+f
\$ 7.25	a+b+c
\$ 7.25	
\$ 7.25	.17+e+f
\$ 8.85	a+b+c
\$ 7.25	.17+e+f
\$ 7.77	a+b+c
\$ 7.62	i+j
\$ 7.68	

Bulldozers.....	\$ 7.55	
Cherry Pickers.....	\$ 8.42	a+b+c
Cranes.....	\$ 7.76	
Drillers.....	\$ 7.25	g+h
Loaders.....	\$ 7.25	g+h
Oilers.....	\$ 9.55	.17+e+f
Riggers.....	\$ 8.47	e+f
Tractors.....	\$ 7.25	
TRUCK DRIVER.....	\$ 7.25	

FOOTNOTES:

- a. 6-2/3 (six and two-thirds) hours vacation pay per month when a minimum of 120 hours is worked in the month.
- b. 10 Paid Holidays
- c. \$25.52 per month
- d. \$23.16 per month.
- e. 11 Paid Holidays
- f. 12 hours per month paid vacation.
- g. 9 Paid Holidays
- h. 7 hours vacation pay per month if employee works more than half the regular working hours in the month.
- i. 5 Paid Holidays
- j. 40 hours paid vacation after 2 years with employer.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Attachment #3

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF INTERVIEWING EMPLOYEES	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY	FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 83502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

--	--

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

SECTION 3 BUSINESS CONCERN CERTIFICATION FORM

NAME OF BUSINESS _____

ADDRESS OF BUSINESS _____

CONTACT PERSON _____ TITLE _____

TELEPHONE #: () _____ CELL# () _____

MUST PROVIDE EVIDENCE OF SECTION 3 STATUS PRIOR TO CONTRACT AWARD

The Bidder certifies that it is a Section 3 Business Concern based on:

- _____ Business is owned, at least 51% by Section 3 Residents.
 - Provide copy of resident lease, evidence of participation in a public assistance program, or signed Certification for Section 3 Resident
 - Provide business license number _____
- _____ At least 30% of their permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
 - Provide List of Full-time Employees (Form 2)
 - Provide signed Certification for each Section 3 employee (Form 3)
- _____ Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns. (Only applicable for Prime Contractors)

I hereby certify that the information provided by me to be true and correct, and understand falsification of any information could result in rejection of my bid or termination of contract award and could subject me/my business to prosecution under the law up to and including debarment from participation in federally-funded projects.

Owner Signature _____ Date _____

Witness Signature _____ Date _____

Print Name _____

Print Name _____

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference

In accordance with federal regulations, contractors can receive preferences for award of federally-funded projects based on their employment of persons who qualify as Section 3 residents. A Section 3 Resident seeking a preference in training and employment provided by this part shall certify, or submit evidence to the recipient, contractor or subcontractor, if requested, that he/she is a Section 3 Resident, as defined in Section 135.5.

Name _____ Last four (4) digits of Soc. Sec. # _____

Physical Address _____ (will be verified)

Telephone #: _____

I, _____, am a legal resident of _____
(Name)

_____, VI and I qualify as a Section 3 Resident because: () I am a public
(Island District)

housing resident; () I am homeless; () I am a participant in a HUD Youthbuild Program; OR
() my annual household income does not exceed the income guidelines by family size as shown below.

FY 2019 - HOUSEHOLD INCOME GUIDELINES

Family Size	1	2	3	4	5	6	7	8
St. Croix	\$31,650	\$36,200	\$40,700	\$45,200	\$48,850	\$52,450	\$56,050	\$59,700
St. John	\$47,150	\$53,900	\$60,650	\$67,350	\$72,750	\$78,150	\$83,550	\$88,950
St. Thomas/ St. John	\$36,700	\$41,950	\$47,200	\$52,400	\$56,600	\$60,800	\$65,000	\$69,200

*** Please circle the appropriate column based on household size and income**

I hereby certify that the information provided herein by me is true and correct and, by my signature on this document, acknowledge my understanding that any intentional or negligent falsification of any of the information in this document could subject me to disqualification from participation and punishment under federal law.

By my signature below, I authorize verification or re-verification of any information contained herein by the grant administering agency (VIHFA), its agents, successors, and assigns either directly or through a third-party source.

Signature

Date

Print Name

Attachment #6 - CONTRACTOR MONTHLY REPORTING FORM

Virgin Islands Housing Finance Authority
Community Development Block Grant - Disaster Recovery Program (CDBG-DR)

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to a subcontractor firms that they anticipate hiring for this project.

Project: _____ Implementing Partner/Sub-recipient: _____

Reporting Month _____ Date Submitted _____

Contractor information:

Name of Business:

EIN#:

Address of Business:

Minority/Women Owned: Yes ☐ No ☐

Authorized Representative:

Race/Ethnicity:

Authorized Signatory:

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1-3 BELOW:

1. You must sign and date this form for each applicable reporting month in connection with awarded project and deliver to:

VIHFA CDBG-DR Compliance and Monitoring Unit or email to: jhaynes@vihfa.gov

2. When you hire a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no new hires this form must be completed and submitted to the Section 3 Coordinator identified above.

☐ I have not hired any new employees during the reporting Month specified.

I have hired _____ Section 3 employees and/or _____ non Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

New Hire Names

Job Category/Trade

Full-time? Yes or No

1.

2.

3.

4.

I have taken one more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. Provide a brief description of actions taken:

I have taken one more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. Provide a brief description of actions taken:

I have taken steps to find a resident in the applicable target area where the project(s) assistance will take place. List areas:

☐ Placed signs or posters at prominent places in each of the above listed areas. Photographs were taken to document this action.

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. List advertisements (name publication, e.g. VI Daily News, VI Source, and/or website(s):

☐ Distributed employment flyers to the administrative office of the VI Housing Authority.

☐ Provided notice of positions available to the VI Department of Labor for potential applicants. Provide copy of notice.

☐ Contacted employment referrals of Name of Program referrals. List contacts:

☐ Contacted with applicable parties to ensure that any HUD programs currently operating in the project(s) area/assistance will take place.

☐ Kept a log of all applicants and indicated the reasons why Section 3 Residents who applied were not hired.

☐ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 residents.

☐ Sent a notice about Section 3 training and employment requirements and opportunities to the Department of Labor or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

☐ I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Attested By:

Text

**VIRGIN ISLANDS UNIFORM CERTIFICATION
PROGRAM (UCP)
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
DIRECTORY OF FIRMS
JUNE 2019**



V. I. DEPARTMENT OF PUBLIC WORKS (VIDPW)

Nelson Petty, Jr., P.E., Commissioner

Tel: (340) 773-1290 Fax: (340) 778-8906 (St. Croix)

Tel: (340) 776-4844 Fax: (340) 777-8994 (St. Thomas)

www.dpw.vi.gov

V. I. PORT AUTHORITY (VIPA)

Damian Cartwright, Acting Executive Director

(340) 774-1629 (St. Thomas)

(340) 778-1012 (St. Croix)

www.viport.com

V. I. WATER & POWER AUTHORITY (VIWAPA)

Lawrence J. Kupfer, Executive Director

(340) 774-3552 (St. Thomas)

(340) 773-2250 (St. Croix)

www.viwapa.vi

The Disadvantaged Business Enterprise (DBE) Programs of the *Virgin Islands* of the *Virgin Islands Department of Public Works, Virgin Islands Port Authority* and *Virgin Island Water and Power Authority* have prepared a **DBE DIRECTORY OF FIRMS**, containing information related to businesses owned and controlled by minorities and women currently certified with the Uniform Certification program.

The firms listed have met all certification standards set forth in the Code of Federal Regulation (CFR), Title 49 - Transportation. Contractors use the Directory as a basic resource for soliciting participation on Department of Transportation (DOT) - assisted projects. If a firm is not certified as a DBE, A contractor cannot receive credit toward achievement of the DBE participation goal by using the firm.

The Directory is widely disseminated to other government agencies, contractors and the general public. The information included is intended for reference only. The Directory is consistent with the DOT Regulation 49 CFR, Part 26.

ATTENTION

All previous issues of this directory are obsolete. Changes to firm information are **highlighted**. Any information duplicated or stored privately is the responsibility of the DBE firm. All DBE firms are encouraged to compare and update such information as new directories become available.

ATTENTION

The firms included in this Directory are certified as Disadvantaged Business Enterprise (DBE)s by the Virgin Islands Uniform Certification Program. Certification as a DBE does not pre-qualify a firm to bid on specific projects. It is the contractor's responsibility to ascertain the DBE's ability to perform on any given project.

ORGANIZATION OF DIRECTORY

This Directory is divided into three Sections:

- Section I - DBE firms are indexed by page numbers and district
- Section II - DBE firms are listed alphabetically with all pertaining information
- Section III - DBE firms are categorized in the traditional contracting fields

UNIFIED CERTIFICATION PROGRAM

The Code of Federal Regulation (CFR) 49 Part 26, Subpart E § 26.51 (a) states all Department of Transportation (DOT) recipients in the state or territory must participate in a Unified Certification Program (UCP). The UCP intends to adhere to and embed the existing common application procedures to the uniform certification process to ensure reductions in administrative costs and provided more opportunities for small business concerns owned and controlled by DBE's. Any government agency certifying has the responsibility to ensure that these programs promote competitive viability of small disadvantaged concerns in the free market enterprise system; ensure that the certification process is in accordance with Federal Regulation 49 CFR, Part 23 and 26 in "narrowly tailoring requirements in increase effectiveness and reduce burdens", in providing a one-stop shop certification process. The **Virgin Islands Department of Public Works** will be lead agency to coordinate the establishment of the Unified Certification Program within the Territory. The **Virgin Islands Port Authority** and the **Virgin Islands Water and Power Authority** are the other component of this agreement. The purpose of this UCP agreement is to identify reciprocal certification requirements of United States Department of Transportation (DOT) Regulation 49 CFR, Part 23 & 26. This UCP process agreement is intended to reduce the procedural burdens on applicants; fulfill the requirements of paperwork reduction; and reduces confusion caused by multiple and potentially conflicting outcomes in certification decisions. Such criteria shall include but not be limited to on-site visit, personal interviews, licenses, analysis of stock ownership listing of equipment, analysis of stocks capacity, listing of work completed, resume of principal owners, financial capacity, and type of work preferred (where applicable). The national standard application will be used in accordance with the final rule.

The purpose of this UCP agreement is to identify reciprocal certification requirements of United States Department of Transportation (DOT) Regulation 49 CFR, Part 23 & 26. This UCP process agreement is intended to reduce the procedural burdens on applicants; fulfill the requirements of paperwork reduction; and reduces confusion caused by multiple and potentially conflicting outcomes in certification decisions. Such criteria shall include but not be limited to on-site visit, personal interviews, licenses, analysis of stock ownership, listing of equipment, analysis of stocks capacity, listing of work completed, resume of principal owners, financial capacity, and type of work preferred (where applicable). The national standard application will be used in accordance with the final rule

2012 U.S. NAICS Titles

NAICS is the North American Industry Classification System. Federal procuring agencies, since October 1, 2000, must use the proper NAICS codes and sized standards in their procurement solicitations. They will use the NAICS code that best describes the principal purpose of the product or service they intend to acquire. How do you find your NAICS code? NAICS Association Lookup up naics.com. Simply enter your product or service in the description area and then locate your business area. Below are some of the more commonly used codes in the DBE Directory:

- 238350 Carpentry Contractor
- 237130 Alternative Energy
- 237310. Highway, Street and Bridge Construction
- 237990. Other Heavy and Civil Engineering Construction
- 238110. Poured Concrete Foundation and Structure Contractors
- 238120. Structural Steel and Precast Concrete Contractors
- 238140. Masonry Contractors
- 238190. Other Foundation, Structure and Building Exterior Contractors
- 238210. Electrical Contractors and Other Wiring Installation Contractors
- 238220. Plumbing, Heating and Air-Conditioning Contractors
- 238320. Painting (except roof) Contractors
- 238910. Site Preparation Contractors
- 238990. All Other Specialty Trade Contractors
- 324121. Asphalt Paving Mixture & Block Manufacturing
- 331419. (Welding Services)
- 333249. Other Industrial Machinery Manufacturing
- 423860. Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
- 424930. Flower, Nursery Stock and Florists' Supplies Merchant
- 444120. Used Car Dealers
- 444190. Other Building Material Dealers
- 454319. Other Fuel Dealers
- 483211. Inland Water Freight Transportation
- 484110. General Freight Trucking, Local
- 532412. (Heavy Equipment Rental)
- 532490. Other Commercial and Industrial Machinery and Equipment Rental and Leasing
- 541310. Architectural Services
- 541320. Landscape Architectural Services
- 541330. Engineering Services
- 541611. Administrative Management & General Management Consulting Services
- 541618. Other Management Consulting Services
- 541720. Research & Development in the Social Sciences and Humanities
- 561110. Office Administrative Services
- 561612. Security Guard Services
- 561720. Janitorial Services
- 561730. Landscape Services
- 562111. Solid Waste Collection
- 562112. Hazardous Waste Collection
- 562998. All Other Miscellaneous Waste Management Services
- 811310. Commercial & Industrial Machinery & Equipment Repair & Maintenance
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DBE FIRMS

A-9 Trucking Enterprises, Inc.

Estate Subbase

P.O. Box 2356

St. Thomas, VI 00803

Phone: (340) 776-1132

Fax: (340) 776-1131

Mobile: (340) 998-9539

Email: anineanytime@vipowernet.net

Contact Person: Jimez Ashby, President & Operations Manager

NAICS Code(s): 484110 – GENERAL FREIGHT TRUCKING, LOCAL

562112 – HAZARDOUS WASTE COLLECTION

532412 – HEAVY EQUIPMENT RENTAL

562111- SOILD WASTE COLLECTION

A&J Cleaning Services, LLC

28 Mafolie Estate

*

P.O. Box 2356

St. Thomas, VI 00802

Phone: (340) 715-0234

Fax: None

Mobile: (340) 344-2174

Email: junneth2@gmail.com

Contact Person: Junnel Berry, Owner

NAICS Code(s) 561720 – JANITORIAL SERVICES

A&J Fencing

26 Mt. Pleasant

*

P.O. Box 10319

Kingshill, VI 00851

Phone: (340) 772-2541

Fax: (340) 772-2541

Other: (340) 690-5422

Email: None

Contact Person: Aloysius Jones, Owner

NAICS Code(s): 321999 – FENCING, PREFABRICATED SECTIONS, WOOD MANUFACTURING

331222 – CHAIN LINK FENCING, IRON OR STEEL

332618 – CHAIN LINK FENCING AND FENCE GATES

A-Z General Contractors

182A Smithfield, Frederiksted

*

P.O. Box 2081

Frederiksted, VI 00841

Phone: (340) 719-7772

Fax: None

Other: (340) 277-8411

Email: eonco44@hotmail.com

Contact Person: Simeon Cobb, Owner

NAICS Code(s): 237310 – HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Agave Design Group, Inc.

55 Fish Bay

*

6501 Red Hook PNC #201

St. Thomas, VI 00802

Phone: (970) 396-7800

Fax: None

Mobile: None

Email: agavedesigngroup@gmail.com

Contact Person: Bobi Lee Stallbaumer, President

NAICS Code(s): 561730 – Landscaping Services

Amedee's Dumptruck Service

#50 Williams Delight, Frederiksted

*

P.O. Box 1364, Kingshill

St. Croix, VI 00851

Phone: (340) 772-1858

Fax: None

Mobile: (340) 514-7541 (340) 513-9074

Email: None

Contact Person: Leon & Roger Amedee, Owners

NAICS Code(s): 484110 – GENERAL FREIGHT TRUCKING, LOCAL

Angie Brewer & Associates, LC

9104 58th Drive East

*

9104 58th Drive East

Bradenton, FL, 34202

Phone: (941) 757-4300

Fax: (866) 975-6748

Mobile: None

Email: ceo@angiebrewer.com Website: www.angiebrewer.com

Contact Person: Angie Brewer, CEO

NAICS Code(s): 541611 – ADMINISTRATIVE MANAGEMENT. & GENERAL MANAGEMENT
CONSULTING SERVICES

541618 – OTHER MANAGEMENT, CONSULTING SERVICES

Apex Construction Co. Inc.

Estate Thomas 6-1

*

P.O. Box 305048

St. Thomas, VI 00803

Phone: (340) 776-5180

Fax: (340) 775-7276

Mobile: (340) 690-2518

Email: apex1@viaccess.net

Contact Person: Joseph Hodge, President

NAICS Code(s): 237310 – HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Autorize. LLC

5964 Southland Dr.

*

5964 Southland Dr.

Stone Mountain, GA 30087

Phone: (770) 312-5815

Fax: (888) 475-1086

Mobile: NONE

Email: billuef@bellsouth.net

Contact Person: Frank Billue, President

NAICS Code(s): 424692 – OTHER CHEMICAL & ALLIED PRODUCTS MERCH, WHLSLRS

Bakah Construction

#132 Clifton Hill, Christiansted

*

P.O. Box 5439, Kingshill

St. Croix, VI 00851

Phone: (340) 779-3661

Fax: (340) 779-3661

Mobile: (340) 771-4661

Email: rougierselectric@yahoo.com

Contact Person: Benjamin T. Rougier, Owner

NAICS Code(s): 237310 – HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Balbo Corporation

12BA-2 Frydendahl

*

P.O. Box 9435

St. Thomas, VI 00801

Phone: (340) 775-7918

Fax: (340) 714-7948

Mobile: (340) 513-2384

Email: balbocorp@aol.com

Contact Person: Gerard Castro, Sr., President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Bannis Trucking

10H Nadir

*

P.O. Box 1193

St. Thomas, VI 00804

Phone: (340) 779-1667 or (340) 642-2781

Fax: None

Mobile: None

Email: None

Contact Persons: Ophelia Bannis, Owner

NAICS Code(s): 484110 – GENERAL FREIGHT TRUCKING, LOCAL

Bengoa International. Inc

#7 Peter's Rest Shopping Center, Suite 7, Christiansted

*

P.O. Box 7150, Sunny Isle

St. Croix, USVI 00823

Phone: (340) 778-3404

Fax: (340) 719-6013

Mobile: (340) 513-3223

Email: edgarbengoa@gmail.com

Contact Person: Edgar L. Bengoa, President

NAICS Code(s): 532412 – HEAVY EQUIPMENT RENTAL

238220 – PLUMBING, HEATING AND AIR CONDITIONING CONTRACTS

Big Lee Repair & Tile Co.

103 ABC Smith Bay

*

P.O. Box 9681

St. Thomas, VI 00801

Phone: (340) 775-7797

Fax: (340) 775-3590

Mobile: None

Email: None

Contact Person: Leroy Gordon, Owner

NAICS Code: 237310 – HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Billue and Associates International. LLC

5964 Southland Dr.

*

5964 Southland Dr.

Stone Mountain, GA 30087

Phone: (770) 312-5815

Fax: (888) 475-1086

Mobile: None

Email: billuef@bellsouth.net

Contact Person: Frank Billue, President

NAICS Code(s): 541611 – ADMINISTRATIVE MANAGEMENT. & GENERAL MANAGEMENT CONSULTING SERVICES

Brockington & Associates. Inc

6611 Bay Circle

*

6611 Bay Circle, Suite 220

Norcross, GA 30071

Phone: (770) 662-5807

Fax: (770) 662-5824

Mobile: (678) 638-4124

Email: andrewscarr@hotmail.com

Contact Person: Andrew Scarr, Operations Coordinator

NAICS Code(s): 541720 – RESEARCH & DEVELOPMENT IN THE SOCIAL SCIENCES AND HUMANITIES

Brothers Construction, Inc.

30 Estate Cottage, Christiansted

*

P.O. Box 194, Kingshill

St. Croix, VI 00851

Phone: (340) 778-5052

Fax: (340) 778-6625

Mobile: (340) 690-2959

Email: cromwell@island.vi.vom

Contact Person: Errol Cromwell, Owner

NAICS Code: 237310 – HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Bruney's Incorporated dba Precise Builders

394 - 313 Hidden Valley

*

P. O. Box 6828

St. Thomas, VI 00804

Phone: (340) 775-2063

Fax: (340) 775-2063

Mobile: (340) 771-2378

Email: abruney@hotmail.com or precisebuilders@hotmail.com

Contact Person: Alex Bruney, President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS

561730 - LANDSCAPING SERVICE 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Bryan Chick Construction Services (BCCS)

2BA-4 West Caret Bay

*

2BA-4 West Caret Bay

St. Thomas, VI 00802

Phone: (340) 775-4957

Fax: (340) 775-3056

Mobile: (340) 690-0909

Email: bccs@viaccess.net

Contact Person: Glenda Singh, Managing Partner

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

561730 - LANDSCAPING SERVICE

Bryan's Plants & Garden Supplies, Inc.

7945 Estate Dorothea

*

7945 Estate Dorothea

St. Thomas, VI 00802

Phone: (340) 774-1136

Fax: (340) 776-1138

Mobile: (340) 513-1243

Email: bryansplants@hotmail.com

Contact Person: Jackie Newburger, President

NAICS Code(s): 444210 - LAWN & GARDEN EQUIPMENT & SUPPLIES STORE

453998 - FLOWER SHOPS, ARTIFICIAL OR DRIED

CAP Engineering, LLC

164 Union Mt. Washington, Christiansted

*

5002 Est. Tipperary, Christiansted

St. Croix, VI 00820

Phone: None

Fax: None

Mobile: (340) 277-0810

Email: pascalc@capengineeringllc.com Website: www.capengineeringllc.com

Contact Person: Cara A. Pascal, Managing Member

NAICS Code(s): **541330 – ENGINEERING SERVICES**

CMMC Trucking & Transportation

Estate Nadir #33130

*

P. O. Box 11614

St. Thomas, VI 00801

Phone: (340) 775-4888 or (340) 776-8311 ext 1050

Fax: (340) 714-6315

Mobile: (340) 513-1536

Email: sweetccb@yahoo.com or clbrewley@srmedicalcenter.org

Contact Person: Carolyn C. Brewley, Owner

NAICS Code(s): **484110 - GENERAL FREIGHT TRUCKING, LOCAL**

Carino's Trucking & Water Supply, Inc.

#13 W Estate Bethlehem, Frederiksted

*

P. O. Box 2694, Frederiksted

St. Croix, VI 00841

Phone: (340) 778-3113

Fax: (340) 778-3226

Mobile: (340) 643-0588

Email: None

Contact Person: Anastacio Carino, President

NAICS Code(s): **484110 - GENERAL FREIGHT TRUCKING, LOCAL**

532412-HEAVY EQUIPMENT RENTAL

238910-SITE PREPARATION CONTRACTORS

Charles Electrical Services, LLC.

18B-2 Lindberg Bay

*

P. O. Box 9624

St. Thomas, VI 00801

Phone: (340) 714-8066

Fax: (340) 714-8066

Mobile: (340) 998-8066

Email: charles@charleselectricvi.com Website: www.charleselectricvi.com

Contact Person: Covey Charles, President

NAICS Code(s): **238210 - ELECTRICAL CONTRACTOR**

Charles N. King, Jr.

6GA Peter's Rest, Christiansted

*

P. O. Box 1138, Christiansted

St. Croix, VI 00821

Phone: (340) 773-9525

Fax: (340) 773-3267

Mobile: (340) 643-9525

Email: deltaele@viaccess.net

Contact Person: Charles N. King, Jr., Owner

NAICS Code(s): **238210 - ELECTRICAL CONTRACTOR**

Chitolie's Trucking Service

#2 & #4 Casava Gardens, Christiansted

*

P O. Box 2738, Kingshill

St. Croix, VI 00851

Phone: (340) 719-9378

Fax: (340) 719-9378

Mobile: (340) 332-1555

Email: chitolietrucking@yahoo.com

Contact Person: Allan G. Chitolie, Owner

NAICS Code(s): **238910-SITE PREPARATION CONTRACTORS**

454319 - OTHER FUEL DEALERS

532412 - HEAVY EQUIPMENT SERVICE RENTAL

484110 - GENERAL FREIGHT TRUCKING, LOCAL

Clean Stream Environmental Consulting, LLC.

17-3 Estate St. Peters

*

17-3 Estate St. Peters

St. Thomas, VI 00802

Phone: (206) 819-9908

Fax: (206) 367-2544

Mobile: None

Email: marystiehler@cleanstreamenviro.com Website: www.cleanstreamenviro.com

Contact Person: Mary Stiehler, Principle Geologist

NAICS Code(s): **541620 - ENVIRONMENTAL CONSULTING SERVICES**

Commercial Security Services, Ltd. Inc.

70B Sub Base

*

P. O. Box 306840

St. Thomas, VI 00803

Phone: (340) 774-5000

Fax: (340) 774-3809

Mobile: (340) 718-4100

Email: css@islands.vi

Contact Person: Cheryl Brown, President

NAICS Code(s): **561612 - SECURITY GUARD SERVICES**

541618 - OTHER MANAGEMENT CONSULTING SERVICES

Connico Incorporated

2594 N Mount Juliet Road

*

2594 N Mount Juliet Road

Mt. Juliet, TN 37122

Phone: (615) 758-7474

Fax: NONE

Mobile: NONE

Email: dbe@connico.com

Contact Person: Connie Gowder, President

NAICS Code(s): 541611 – ADMINISTRATIVE MANAGEMENT. & GENERAL MANAGEMENT
CONSULTING SERVICES

Cool Signs, LLC

6100 Red Hook

*

6100 Red Hook Qtr C2-1

St. Thomas, VI 00802

Phone: (340) 775-0549

Fax: (340) 775-7152

Mobile: (340) 643-4459

Email: info@coolsignsvi.com

Contact Person: Jill Farley, Owner

NAICS Code(s): 541430 - GRAPHIC DESIGN SERVICE

Countryside Development, Inc. (dba Fergutrax Heavy Equipment)

#130 Grove Place, Frederiksted

*

P. O. Box 696, Kingshill

St. Thomas, VI 00851

Phone: (340) 692-6045

Fax: (340) 778-4206

Mobile: (340) 690-9392

Email: tach68@hotmail.com

Contact Person: Dwayne Fergus, President

NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREPARATION CONTRACTOR

D&B Trucking, LLC

35-I Whim

*

P O. Box 3498, Frederiksted

St. Croix, VI 00841

Phone: (340) 277-6892

Fax: None

Mobile: (340) 277-4646

Email: sheneba@msn.com

Contact Person: Dave Edwards, Sr., Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

DBE Consulting, LLC

3352 Oak Dr., Rockdale

*

2345 Wellborn Hills Ct.

Lithonia, Delcalk, GA 30058

Phone: (404) 966-3575

Fax: None

Mobile: None

Email: kimconsulting@gmail.com

Contact Person: Kimberly Griffin, CEO

NAICS Code(s): 541611 – ADMIN. MNGMNT. & GEN. MNGMNT. CONSULTING SERVICES

DMC Construction, Inc.

#35 King Street, Christiansted

*

P. O. Box 503, Kingshill

St. Croix, VI 00851

Phone: (340) 719-0797 or (340) 692-5905

Fax: (340) 719-0797

Mobile: (340) 643-4649

Email: None

Contact Person: Masford Christmas, President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Delta Electric & Construction Company, Inc.

#6-GB Peter's Rest, Christiansted

*

P. O. Box 1138, Christiansted

St. Croix, VI 00821

Phone: (340) 773-9525

Fax: (340) 773-3267

Mobile: (340) 643-9525

Email: deltaele@viaccess.net

Contact Person: Charles N. King, Jr. President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238210 - ELECTRICAL CONTRACTORS

ECTAB Services

8AA Estate Cottage

*

P. O. Box 5672, Christiansted

St. Croix, VI 00823

Phone: (340) 773-6966

Fax: (340) 773-6966

Mobile: (340) 643-0548

Email: None

Contact Person: Eusebio Christian, Owner

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION
238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS
484110 - GENERAL FREIGHT TRUCKING, LOCAL

Eagle Construction

2A New Street

*

P. O. Box 8650, Christiansted

St. Croix, VI 00823

Phone: None

Fax: None

Mobile: (340) 227-2293

Email: None

Contact Person: Eduardo Martin Sr., owner

NAICS Code(s): **237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

Earth Designs, Inc.

2E-7 Caret Bay

*

P. O. 1235

St. Thomas, VI 00804

Phone: (340) 344-7199

Fax: None

Mobile: None

Email: nchapmanvi@yahoo.com

Contact Person: Elnora Chapman, President

NAICS Code(s): **561730 - LANDSCAPING SERVICES**

Electrical Services International, LLC

3616 SW 90th Ave.

*

3616 SW 90th Ave.

Miramar, FL 33025

Phone: (678) 522-0445

Fax: None

Mobile: None

Email: d.r.donovan@att.net

Contact Person: Dale Donovan, Owner

NAICS Code(s): **541611 - ADMIN MGMT. & GEN. MGMT. CONSULTING SVS.**

541618 - OTHER MGMT CONSULTING SVS.

541990 - ALL OTHER PROF., SCIENTIFIC & TECH. SVS.

Eleven Construction, LLC

10C Estate Cottage, Christiansted

*

10C Estate Cottage, Christiansted

St. Croix, VI 00820

Phone: (340) 713-1100

Fax: (340) 718-8061

Mobile: (323) 229-7862 or (340) 514-2003

Email: patrick.vivot@gmail.com

Contact Person: Patrick Vivot, Owner

NAICS Code(s): **237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

Eric's Construction

24-1 Estate Hope

*

P. O. Box 306693

St. Thomas, VI 00803-6693

Phone: (340) 777-9875 or (340) 776-2801

Fax: (340) 777-9875

Mobile: None

Email: None

Contact Person: Eric LeBlanc, Owner

NAICS Code(s): **237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

Family Trucking

Subbase 21

*

P. O. Box 11863

St. Thomas, VI 00801

Phone: None

Fax: (340) 777-8320

Mobile: (340) 690-2819

Email: familytruckingvi@hotmail.com

Contact Person: Roger Green, Owner

NAICS Code(s): **484110 - GENERAL FREIGHT TRUCKING, LOCAL**
561730 - LANDSCAPING SERVICES

First Rate Painting & Maintenance

Plot 90 Williams Delight

*

P. O. Box 5067, Kingshill

St. Croix, VI 00851

Phone: (340) 773-0444

Fax: None

Mobile: (340) 227-1357

Email: None

Contact Person: Marco Blackman, Owner

NAICS Code(s): **235320 - PAINTING (EXCEPT ROOF) CONTRACTORS**

Fleming Trucking

#148-141 Est. Tutu

*

#148-141 Est. Tutu

St. Thomas, VI 00802

Phone: (340) 775-9420

Fax: (340) 775-9420

Mobile: (340) 690-4361

Email: roydefleming@hotmail.com

Contact Person: Geoffrey R. Fleming, Owner

NAICS Code(s): **484110 - GENERAL FREIGHT TRUCKING, LOCAL**

Fortress Electrical Corp.

114 Sub Base

*

P. O. Box 10188

St. Thomas, VI 00801

Phone: (340) 776-2962

Fax: (340) 776-0042

Mobile: None

Email: None

Contact Person: Audain Brown, President

NAICS Code(s):**238210 - ELECTRICAL CONTRACTORS**

Four Star Construction, LLC

#1 44 Contant

*

P. O. Box 301792

St. Thomas, VI 00803

Phone: (340) 777-3911 or (340) 776-7744

Fax: None

Mobile: (340) 690-2118

Email: fourstarconstruction4@yahoo.com

Contact Person: Roystin David, President

NAICS Code(s):**237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

Francis #1 Masonry Service

50-A-2 Estate Lindberg Bay St.

*

P. O. Box 503295

St. Thomas, VI 00805

Phone: (340) 775-9925

Fax: None

Mobile: (340) 626-8361

Email: None

Contact Person: Ferdinand Francis, owner

NAICS Code(s):**238140 - MASONRY CONTRACTOR**

Galaxy Trucking

#351 Mount Pleasant, Frederiksted

*

P. O. Box 2867, Kingshill

St. Croix, VI 00851

Phone: (340) 718-6616

Fax: None

Mobile: (340) 513-2520

Email: None

Contact Person: Mikey Joseph, Owner

NAICS Code(s):**484110 - GENERAL FREIGHT TRUCKING, LOCAL**

Grade-All Heavy Equipment, Inc.

#33 Sub Base

*

8168 Crown Bay marina, Suite 310 PMB 373

St. Thomas, VI 00802

Phone: (340) 776-3355

Fax: (340) 774-1300

Mobile: (340) 513-1275

Email: encastro@gradeall.com

Contact Person: Eric Castro, President

NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL

Great Grounds Enterprises

#2 Estate Wintberg

*

P. O. Box 9073

St. Thomas, VI 00801

Phone: (340) 775-2220

Fax: None

Mobile: None

Email: ottley@viaccess.net

Contact Person: Anthony Ottley, Owner

NAICS Code(s): 561730 - LANDSCAPE SERVICES

Hammerhead Construction, LLC

1B Gasverks Gade

*

6100 Leeward Way #14

St. Thomas, VI 00802

Phone: (340) 244-4844

Fax: None

Mobile: None

Email: None

Contact Person: Stephen Rivera, Owner

NAICS Code(s): 238350 - CARPENTRY CONTRACTORS

238140 - MASONRY CONTRACTOR

331419 - INSTALLATION OF FENCES

238320 - PAINT CONTRACTOR

561730 - LANDSCAPING SERVICES

Heights Construction

489 Frangipani, Christiansted

*

P. O. Box 1818, Kingshill

St. Croix, VI 00851

Phone: (340) 779-3763

Fax: (340) 779-3381

Mobile: (340) 513-3051

Email: julswanston@yahoo.com

Contact Person: Elroy Swanston, Owner

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Huggins Trucking

19-2-51 Smith Bay

*

P. O. Box 11341

St. Thomas, VI 00801

Phone: (340) 715-1099

Fax: (340) 779-6920

Mobile: (340) 643-5696

Email: None

Contact Person: Reynold L. Huggins, Owner

NAICS Code(s):**484110 - GENERAL FREIGHT TRUCKING, LOCAL**

Hunt Trucking

#223 Estate Cottage, Frederiksted

*

P. O. Box 5362, Kingshill

St. Croix, VI 00851

Phone: (340) 692-0043

Fax: (340) 692-0043

Mobile: (340) 690-2908

Email: None

Contact Person: John Hunt, Owner

NAICS Code(s):**484110 - GENERAL FREIGHT TRUCKING, LOCAL**

Instrument & Control Systems, Inc.

109 Estate Castle Coakley

*

P. O. Box 1860, Kingshill

St. Croix, VI 00851

Phone: (340) 778-7475

Fax: (340) 778-7823

Mobile: None

Email: ldiaz@icsvi.com

Contact Person: Leonard Diaz, President

NAICS Code(s):**237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**
238210 - ELECTRICAL CONTRACTORS

JLR Construction & Maintenance, Inc.

15-A Lubdberg Bay

*

105H Whim, Frederiksted

St. Croix, VI 00840

Phone: (340) 778-0047

Fax: (340) 778-0047

Mobile: (340) 344-1966

Email: jlrcomaint@viaccess.net

Contact Person: Jose L. Rodriquez, President

NAICS Code(s):**237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

INO's Construction & Maintenance

#97 Mon Bijou, Christiansted

*

P. O. Box 4588, Kingshill

St. Croix, VI 00851

Phone: (340) 778-0127

Fax: (340) 779-3535

Mobile: (340) 226-6026

Email: None

Contact Person: Mervyn George, Owner

NAICS Code(s):**237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

IRL Heavy Equipment

#6D Upper Love, Frederiksted

*

P. O. Box 4275, Kingshill

St. Croix, VI 00851

Phone: (340) 692-6025

Fax: None

Mobile: (340) 642-0219

Email: None

Contact Person: Joseph Lestrade, Owner

NAICS Code(s):**532412 - HEAVY EQUIPMENT RENTAL**

484110 - GENERAL FREIGHT TRUCKING, LOCAL

Jeremiah Felicien (dba Felicien Trucking)

195 Estate St. Georges, Frederiksted

*

P. O. Box 5272, Kingshill

St. Croix, VI 00851

Phone: None

Fax: None

Mobile: None

Email: None

Contact Person: Jeremiah Felicien, Owner

NAICS Code(s):**484110 - GENERAL FREIGHT TRUCKING, LOCAL**

Jerome R. Matthews formerly Billy & Jerome Matthews Construction

125C & BD Estate Whim, Frederiksted

*

P. O. Box 5218, Kingshill

St. Croix, VI 00851

Phone: (340) 692-5638

Fax: (340) 692-5638

Mobile: (340) 474-9699

Email: None

Contact Person: Jerome Matthews, Owner

NAICS Code(s):**237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

238220 - PLUMBING, HEATING & AIR CONDITIONING CONTRACTORS

561730 - LANDSCAPING SERVICES

Joe's Carpentry

128 Estate Ruby, Christiansted

*

PO Box 7381, Christiansted

St. Croix, VI 00823

Phone: (340) 719-8890

Fax: None

Mobile: (340) 227-5790

Email: rwsylvesterj@hotmail.com

Contact Person: Roosevelt S. Joseph, Owner

NAICs Code(s): **238350 – CARPENTRY CONTRACTORS**

LA Vega Enterprise, LLC

355 Estate Wintberg

*

P. O. Box 8046

St. Thomas, VI 00801

Phone: None

Fax: None

Mobile: (340) 513-7331

Email: None

Contact Person: Alexandra Carmona, Owner

NAICS Code(s): **238350 - CARPENTRY CONTRACTORS** **532412 - HEAVY EQUIPMENT RENTAL**
238140 - MASONRY CONTRACTOR **484110 - GENERAL FREIGHT TRUCKING, LOCAL**
562111 – SOLID WASTE COLLECTION

LA View, LLC dba Asencios Construction

14A Nore Gade

*

P. O. Box 379

St. Thomas, VI 00802

Phone: (340) 774-0888

Fax: (770) 234-4271

Mobile: (340) 643-4739

Email: infor@ascenciosconstruction.com

Contact Person: Helen E. Lupo, Interior Designer

NAICS Code(s): **238350 - CARPENTRY CONTRACTORS**
238140 - MASONRY CONTRACTOR
238320 - PAINTING CONTRACTORS

LB Construction

46-7 Estate Frydenhoj

*

P. O. Box 301932

St. Thomas, VI 00803

Phone: (340) 775-6782

Fax: (340) 715-3697

Mobile: None

Email: None

Contact Person: Ludence Turnbull, Owner

NAICS Code(s): **237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

Labour Construction

2105 Bonne Esperance

*

2105 Bonne Esperance

St. Thomas, VI 00802

Phone: (340) 715-0085

Fax: None

Mobile: None

Email: None

Contact Person: Ericson Revan, Owner

NAICS Code(s): **237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

Lake's Trucking, Equipment Rental & Road Striping

16AJ Estate Calquohoun, Frederiksted

*

P. O. Box 465, Kingshill

St. Croix, VI 00851

Phone: (340) 778-1422

Fax: (340) 778-1422

Mobile: (340) 626-3314 or (340) 626-3312

Email: lakesheavyequipment@yahoo.com

Contact Person: George E. Lake, Sr., Owner

NAICS Code(s): **238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS**

238910 - SITE PREPARATION CONTRACTOR

484110 - GENERAL FREIGHT TRUCKING, LOCAL

532412 - HEAVY EQUIPMENT RENTAL

Laurencin Backhoe & Towing Service

#19 Estate Plessen, Frederiksted

*

P. O. Box 6745, Christiansted

St. Croix, VI 00823

Phone: (340) 772-3364

Fax: None

Mobile: (340) 473-8264

Email: None

Contact Person: Laurence Laurencin, Owner

NAICS Code(s): **532412 - HEAVY EQUIPMENT RENTAL**

488410 - MOTOR VEHICLE TOWING

Lucien George Construction

#173C-82 Anna's Retreat

*

P. O. Box 10005

St. Thomas, VI 00801

Phone: None

Fax: None

Mobile: (340) 998-3869

Email: None

Contact Person: Lucien George, Owner

NAICS Code(s): **238140 - MASONRY CONTRACTOR**

M & M Supply Co., Inc.

#13 Crown Bay

*

P. O. Box 55

St. Thomas, VI 00804

Phone: (340) 776-2953

Fax: (340) 776-5344

Mobile: (340) 690-9836

Email: mmsupplyco@yahoo.com

Contact Person: Mervin Fleming, Owner

NAICS Code(s): 424690 - OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANTS WHOLESALERS

M3COM, LLC

#210 Strand Street, Frederiksted

*

#210 Strand Street, Ste. 1, Frederiksted

St. Croix, VI 00840

Phone: (340) 244-7770

Fax: (703) 7269277

Mobile: (703) 264-1700

Email: freitas@m3comva.com

Contact Person: Jeffery Freitas, Co-Owner

NAICS Code(s): 517911 - TELECOMMUNICATIONS RESELLERS

Marco St. Croix, Inc.

222 & 223, Kingshill

*

P. O. Box 5678, Christiansted

St. Croix, VI 00823

Phone: (340) 778-1035

Fax: (340) 719-0580

Mobile: (340) 771-7000

Email: marcostcroix@gmail.com

Contact Person: Shawn Baptiste, President

NAICS Code(s): 483211 - INLAND WATER FREIGHT TRANSPORTATION

484110 - GENERAL FREIGHT TRUCKING, LOCAL

532412 - HEAVY EQUIPMENT RENTAL

561730 - LANDSCAPING SERVICES

562111 - SOLID WASTE COLLECTION

238910 - SITE PREPARATION CONTRACTORS

Master Pavement Line Corporation

Complejo Industrial Maria L. Arcelay, Mayaguez

*

P. O. Box 6534

Mayaguez, PR 00681

Phone: (787) 254-5463

Fax: (787) 255-5463

Mobile: (787) 646-1841

Email: masterpavementline@hotmail.com

Contact Person: Carlos D. Acosta Martin, President

NAICS Code(s): 238990 - ALL OTHER SPECIALTY TRADE CONTRACTOR

Mirko M. Restovic (dba Restovic Engineering)

#10 Estate Turner Hole, Christiansted

*

4069 Judith Fancy, Christiansted

St. Croix, VI 00820

Phone: None

Fax: (208) 361-3101

Mobile: (340) 332-2937 or (340) 227-7854

Email: mmrestovic@gmail.com

Contact Person: Mirko M. Restovic, President

NAICS Code(s): **541330 - ENGINEERING SERVICES**

Mo Mulching, LLC

4I Catherine's Rest, Christiansted

*

P.O. Box 9041 Catherine's Rest, Christiansted

St. Croix, VI 00820

Phone: None

Fax: None

Mobile: (340) 513-3015

Email: emaynard340@gmail.com

Contact Person: Ellerton Maynard, Owner/Managing Member

NAICS Code(s): **541320 - Landscape Architectural Services**

Moses Equipment

#38 Cottage, Christiansted

*

P.O. Box 2612, Frederiksted

St. Croix, VI 00841

Phone: (340) 513-4181

Fax: None

Mobile: (340) 643-0104

Email: mosesequip@gmail.com

Contact Person: Melvyn Moses, Owner

NAICS Code(s): **5324132 - HEAVY EQUIPMENT RENTAL**

Navarro Landscaping & Yard Maintenance

#22 Estate Calquohoun, Christiansted

*

P. O. Box 496, Kingshill

St. Croix, VI 00851

Phone: (340) 778-9180

Fax: None

Mobile: (340) 643-3035

Email: None

Contact Person: Francisco Navarro, Owner

NAICS Code(s): **561730 - LANDSCAPE SERVICES**

Neon Construction, Inc.

22 - 30 Estate Contant

*

P. O. Box 11063

St. Thomas, VI 00801

Phone: (340) 776-8833

Fax: (340) 714-1875

Mobile: (340) 344-6692

Email: None

Contact Person: Pedrito L. George, President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Netwave Unlimited Services, LLC

#112 Estate Ruby, Christiansted

*

P. O. Box 6645, Christiansted

St. Croix, VI 00823-6645

Phone: (340) 513-9338

Fax: None

Mobile: (340) 514-0956

Email: ltorres@netwaveunlimited.com Web: www.netwaveservices.com

Contact Person: Luis R. Torres, Director of Operations

NAICS Code(s): 238210 - ELECTRICAL CONTRACTORS & OTHER WIRING INSTALLATION CONTRACTORS

New Wave Development, LLC

#89 Peters Rest, Christiansted

*

P. O. Box 5529, Christiansted

St. Croix, VI 00820

Phone: (340) 778-9283

Fax: (340) 778-8741

Mobile: (340) 244-7012

Email: newwavedevelopment@gmail.com

Contact Person: Jayson Cintron, General Manager

NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL

541320 - LANDSCAPE ARCHITECTURAL SERVICES

Nico's Landscaping & Trucking

13GA Estate Bethlehem

*

P. O. Box 2147, Frederiksted

St. Croix, VI 00841

Phone: None

Fax: None

Mobile: (954) 501-5543

Email: nicostrucking@gmail.com

Contact Person: Nicodemus Felicien, Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

541320 - LANDSCAPE ARCHITECTURAL SERVICES

Northwest Construction & Maintenance, Inc.

2D La Grande Princesse

*

P. O. Box 2017, Kingshill

St. Croix, VI 00851

Phone: (340) 718-5007

Fax: (340) 718-5887

Mobile: (340) 643-0501

Email: dove008@yahoo.com

Contact Person: Curtis Prevost, President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

236118 - RESIDENTIAL REMODELERS

532412 - HEAVY EQUIP. RENTAL

ORTALIS PROPERTIES, LLC

3004 Estate Altona

*

3004 Estate Altona, Ste. 12

St. Thomas, VI 00802

Phone: (340) 774-4056

Fax: (340) 774-3336

Mobile: (340) 344-5234

Email: bizoffice@ortalisproperties.com

Contact Person: Marian Prescod, Managing Director

NAICS Code(s): 327999 - ALL OTHER MISCELLANEOUS NONMETALLIC MINERAL PRODUCT MNFCT.

Paradise Waste, Inc. (dba GT Trucking & Car Sales)

#129 Castle Coakley, Christiansted

*

P. O. Box 302, Christiansted

St. Croix, VI 00821

Phone: (340) 778-6090

Fax: (340) 778-7700

Mobile: (340) 626-6399

Email: viwaste@yahoo.com

Contact Person: Gary Thomas, President

NAICS Code(s): 441120 - USED CAR SALES 484110 - GENERAL FREIGHT TRUCKING, LOCAL

562111 - SOLID WASTE COLLECTION

541320 - LANDSCAPE ARCHITECTURAL SERVICE

811310 - COMMERCIAL & INDUSTRIAL MACHINERY & EQUIP. REPAIR & MAINT.

Paris Dump Truck Service, LLC

#5GA Pastory

*

P. O. Box 1594

St. John, VI 00831

Phone: (340) 774-0725

Fax: (340) 774-0725

Mobile: (340) 690-5405 or (340) 642-3018

Email: parisvi@powernet.net

Contact Person: Alrich Paris, President

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Parson's Landscaping & Lawn Care

232 B Estate Glynn

*

P. O. Box 841, Kingshill

St. Croix, VI 00851

Phone: (340) 719-6085

Fax: None

Mobile: (340) 998-0160

Email: johnparsonslandscaping@gmail.com

Contact Person: Lestor Parsons, Owner

NAICS Code(s): 238350 - FINISH CARPENTRY CONTRACTOR 561720 - JANITORIAL SERVICES
236118 - RESIDENTIAL REMODELERS 561730 - LANDSCAPING SERVICES
238320 - PAINTING AND WALL COVERING CONTRACTORS

Patrick Charles Enterprises, Inc.

#124 Sub Base

*

P. O. Box 308358

St. Thomas, VI 00803

Phone: (340) 774-4539 or (340) 777-9919

Fax: (340) 777-4987

Mobile: (340) 690-0984

Email: bobby123@island.vi

Contact Person: Patrick Charles, President

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
324121 - ASPHALT PAVING
541330 - ENGINEERING SERVICES 561730 - LANDSCAPING SERVICES
238910 - SITE PREPARATION CONTRACTOR 532412 - HEAVY EQUIPMENT RENTAL

Patrick Senhouse (dba Patrick Senhouse Trucking)

#3A3 Estate Calquohoun, Frederiksted

*

P. O. Box 7045, Christiansted

St. Croix, VI 00823

Phone: (340) 719-1420

Fax: None

Mobile: (340) 690-4163

Email: psenhouse@yahoo.com

Contact Person: Patrick Senhouse, Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Peters Electric

#14 Frydendahl

*

P. O. Box 597

St. Thomas, VI 00804

Phone: None

Fax: None

Mobile: (340) 771-3867

Email: None

Contact Person: Cardinal Peters, Owner

NAICS Code(s): 238210 - ELECTRICAL CONTRACTORS AND OTHER WIRE INST. CONTRACTOR

Peter Gilles (dba Original Trucking)

#149 Estate St. Georges, Frederiksted

*

P. O. Box 2588, Frederiksted

St. Croix, VI 0040

Phone: (340) 719-2125

Fax: None

Mobile: (340) 332-7544 or (340) 771-8063

Email: original34@hotmail.com

Contact Person: Gilles Peter, Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Philadelphia Suppliers, Inc.

1704 Commerce Dr.

*

100 Captains Row #203

Chelsea, MA 02150

Phone: (800) 742-6550

Fax: (800) 742-0407

Mobile: None

Email: philysuppliers@earthlink.net

Contact Person: Karen Alexander, President

NAICS Code(s): 238120-STRUCTURAL STEEL & PRECAST CONCRETE CONTRACTORS

Plant Depot, Inc.

26 Charlotte Amalie

*

P. O. Box 503087

St. Thomas, VI 00805

Phone: (340) 775-6668

Fax: (340) 775-6667

Mobile: (340) 998-8746

Email: nchapmanvi@yahoo.com

Contact Person: James Templeton, President

NAICS Code(s): 561730 - LANDSCAPING SERVICES

424930 - FLOWER NURSERY STOCK AND FLORISTS SUPPLIES MERCHANT

Powell Construction

106 Anna's Fancy

*

P. O. Box 773

St. Thomas, VI 00802

Phone: (340) 774-2649

Fax: None

Mobile: (340) 244-6900

Email: None

Contact Person: Leborne Powell, Owner

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Prima Facie, Inc.

248 Ave FD Roosevelt Office 203

*

HC-04 Box 5759

Guaynabo, P.R. 00971-9529

Phone: (787) 756-7555

Fax: (787) 756-7557

Mobile: NONE

Email: gerardocis@centernialpr.net

Contact Person: Gerardo E. Cisneros Sanchez, President

NAICS Code(s): 238140 - MASONRY CONTRACTOR

REG Services, LLC

8D Estate Cottage

*

P.O. Box 1931

Kingshill, VI 00851

Phone: (340) 227-6797

Fax: None

Mobile: None

Email: robertgoerger@sbcglobal.net

Contact Person: Robert Goerger, President

NAICS Code(s): 492210 - MESSENGER SERVICES

RENDCO, Inc.

#1408 Fourth Street

*

#1408 Fourth Street

St. Thomas, VI 00802

Phone: (340) 777-9394

Fax: (340) 776-0439

Mobile: (340) 771-1728

Email: None

Contact Person: Philbert Edwards, President

NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREPARATION CONTRACTOR

Rawlins Heavy Equipment, Inc.

143A-32 Anna's Retreat

*

P. O. Box 7452

St. Thomas, VI 00801

Phone: (340) 775-1011

Fax: (340) 775-1011

Mobile: None

Email: None

Contact Person: Casper Rawlins, President

NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREP CONT

RAYCON MECHANICAL, LLC

#8D Estate Cottage

*

P. O. Box 600, Kingshill

St. Croix, VI 00851

Phone: (340) 719-2645

Fax: (340) 719-2640

Mobile: None

Email: raycon20@hotmail.com

Contact Person: Eris Walker, CEO

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

238210 - ELECTRICAL CONTRACTOR

562122 - HAZARDOUS WASTE COLLECTION

561730 - LANDSCAPING SERVICES

811412 - APPLIANCE REPAIR AND MAINTENANCE

562998 - ALL OTHER MISCELLANEOUS WASTE MANAGEMENT SERVICES

Retep Masonry

#40D Estate Whim, Frederiksted

*

P. O. Box 2226, Kingshill

St. Croix, VI 00851

Phone: (340) 778-3154

Fax: (340) 778-3154

Mobile: (340) 626-8846

Email: None

Contact Person: Peter Joseph, Owner

NAICS Code(s): 238140 - MASONRY CONTRACTOR

Ri-Tech Construction, LLC

#148-30 Estate Tutu

*

P. O. Box 307056

St. Thomas, VI 00803

Phone: (340) 201-1736

Fax: None

Mobile: None

Contact Person: Vernon Caracciolo, President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

Riley Electric, LLC

#2-3E Estate Bovoni

*

P. O. Box 302906

St. Thomas, VI 00803

Phone: (340) 777-4539

Fax: (340) 779-4539

Mobile: (340) 643-1498

Email: rileyelectric@yahoo.com

Contact Person: Augustus Riley, President

NAICS Code(s): 238210 - ELECTRICAL CONTRACTOR

Ronald A. Marie

#9 Clifton Hill

*

P. O. Box 5183, Christiansted

St. Croix, USVI 00823

Phone: (340) 778-1002

Fax: None

Mobile: (340) 227-4484

Email: None

Contact Person: Ronald A. Marie, Owner

NAICS Code(s): **235510 - CARPENTRY CONTRACTOR**

Rougier's Electric

#132 Clifton Hill

*

P. O. Box 5439, Kingshill

St. Croix, USVI 00851

Phone: (340) 779-3661

Fax: (340) 779-3661

Mobile: (340) 642-4649

Email: rougierselectric@yahoo.com

Contact Person: Benjamin T. Rougier, Owner

NAICS Code(s): **238210 - ELECTRICAL CONTRACTOR**

Ruler's Equipment & Construction

B12-13 Bovoni

*

P. O. Box 8895

St. Thomas, VI 00801

Phone: (340) 774-9319

Fax: None

Mobile: (340) 642-6925

Email: None

Contact Person: Edmund Charles, Owner

NAICS Code(s): **532490 - HEAVY EQUIPMENT RENTAL**

Rumina Construction Mgmt. (formerly Franklyn Victor Maint.)

#290 Hospital Ground

*

P. O. Box 308034

St. Thomas, VI 00803

Phone: (340) 514-2788

Fax: None

Mobile: None

Contact Person: Franklyn Victor, Owner

NAICS Code(s): **237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION**

SF General Maintenance Services, LLC

#114 Estate Humbug, Christiansted

*

P. O. Box 1036, Christiansted

St. Croix, VI 00821

Phone: (340) 773-1656

Fax: (340) 773-1656

Mobile: (340) 690-3360

Email: sinclair3360@yahoo.com

Contact Person: Sinclair Fleming, Owner/Manager

NAICS Code(s): 238320 – PAINTING AND WALL COVERING CONTRACTORS

561720 – JANITORIAL SERVICES

561730 – LANDSCAPING SERVICE

SLX INFRASTRUCTURE, LLC

1039 Bell Street

*

1039 Bell Street

Toms River, NJ 08753

Phone: (732) 801-4909

Fax: (732) 377-8612

Mobile: NONE

Email: bgrant@slxinf.com Website: www.slxinf.com

Contact Person: Brian Grant, Principal

NAICS Code(s): 423320 – BRICK, STONE AND RELATED CONSTR. MTRL. MRCHT. WHLSLS.

423390 – OTHER CONST MTRL MRCHT

541310 – ARCHITECHURAL, ENGINEERING & RLTD SVCS

541330 – ENGINEERING SVCS.

541360 – GEOPHYSICAL SRVYNG & MPPNG SVCS

Shadows AS, LLC

162 Subbase

*

P. O. Box 303115

St. Thomas, VI 00803

Phone: (340) 777-5638

Fax: (888)-633-7557

Mobile: (340) 998-7565

Email: shadowsvi@hotmail.com

Contact Person: Arun Keshap, Owner

NAICS Code(s): 333249 - OTHER INDUSTRIAL MACHINERY MANUFACTURING

Shel's Trucking & Delivery

394 - 258 Anna's Retreat

*

P. O. Box 12193

St. Thomas, VI 00801

Phone: (340) 775-0643 or (340) 776-7760

Fax: None

Mobile: None

Email: None

Contact Person: Sheldon Benjamin, Sr., Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Skenny Landscaping & Maintenance Services

660-41 Strawberry Hill, Christiansted

*

P. O. Box 2955, Frederiksted

St. Croix, VI 00841

Phone: (340) 778-1877

Fax: None

Mobile: (340) 277-4893

Email: miss_sylvester@yahoo.com

Contact Person: Skenny David Sylvester, Owner

NAICS Code(s): **541320 - LANDSCAPE ARCHITECTURAL SERVICES**

Special Spaces, Inc.

P.O. Box 397, F'sted

*

P.O. Box 397, F'sted

St. Croix, VI 00841

Phone: (340) 277-7170

Fax:

Mobile: (340) 277-7170

Email:

Contact Person: Nkosi James, President

NAICS Code(s): **237310 - HIGHWAY, STREET AND BRIDGE CONTRUCTION**

Stone Masonry, LLC

30 Susannaberg #17A

*

5000 Estate Enighed PMB 20

St. Thomas, VI 008030

Phone: (340) 774-0442

Fax: (340) 774-0442

Mobile: (340) 690-9524

Email: brentsquires@gmail.com

Contact Person: Brent Squires, President

NAICS Code(s): **238140 - MASONRY CONTRACTORS**

TR Quality Construction & Development, LLC

28 Contant

*

P. O. Box 722

St. Thomas, VI 00804

Phone: None

Fax: None

Mobile: (340) 201-8856

Email: trqualityconstruction@hotmail.com

Contact Person: Trevor Ryan, President

NAICS Code(s): **238140 - MASONRY CONTRACTORS**

Tang How Brothers, Inc.

#24-25 Estate Cottage, Christiansted

*

P. O. Box 6209, Sunny Isles

St. Croix, VI 00823

Phone: (340) 778-8428

Fax: (340) 778-6670

Mobile: (340) 277-3726

Email: thbinc@viaccess.net Website: www.tanghow.com

Contact Person: Lincoln Tang How, President

NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL
331419 - WELDING SERVICES

Tempaire International, Inc.

210-3A Altona

*

P. O. Box 304882

St. Thomas, VI 00803

Phone: (340) 774-4820 or (340) 774-4041

Fax: (340) 774-1547

Mobile: (340) 998-2486

Email: tempaire@vipowernet.net

Contact Person: Joseph Kelly, President

NAICS Code(s): 238220 - PLUMBING, HEATING & AIR CONDITIONING CONTRACTORS

Terence Bryan (dba Bryan's Heavy Equipment Rental)

#37 Morning Star, Kingshill

*

P. O. Box 2420, Kingshill

St. Croix, VI 00851

Phone: (340) 718-3185

Fax: None

Mobile: (340) 227-2641

Email: bryant.61@yahoo.com

Contact Person: Terence Bryan, President

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL
532412 - HEAVY EQUIPMENT RENTAL
238910 - SITE PREPARATION CONTRACTOR

Thomas Trucking

9D-5 St. Joseph & Rosendahl

*

P. O. Box 982, Frederiksted

St. Croix, VI 00841

Phone: (340) 777-6124

Fax: (340) 777-6124

Mobile: (340) 277-5417

Email: bmrfamily@gmail.com

Contact Person: Thrisha Byron

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Tip Top Construction, Inc.

5064 Mt. Welcome, Christiansted

*

P. O. Box 24933, Gallows Bay

St. Croix, VI 00824-4672

Phone: (340) 773-5252

Fax: (340) 773-8191

Mobile: None

Email: Deborah@tiptopvi.com

Contact Person: Percy J. Hollins, Jr., President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

532412 - HEAVY EQUIPMENT RENTAL

238910 - SITE PREPARATION CONTRACTOR

Tommy's Trucking Service

#18 Estate Plessen, Frederiksted

*

P. O. Box 4971, Kingshill

St. Croix, VI 00851

Phone: None

Fax: None

Mobile: (340) 201-5162

Email: tommyma_cat@hotmail.com

Contact Person: Tommy Augustin, Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

532412 - HEAVY EQUIPMENT RENTAL

Triple-A Training & Security Services

#431 Mt. Pleasant, Frederiksted

*

P. O. Box 6402, Sunny Isles

St. Croix, VI 00823

Phone: (340) 514-5049

Fax: (340) 692-7768

Mobile: (340) 513-7193

Email: triple_a100@hotmail.com

Contact Person: Anderson Poleon, Sr., Owner/CEO

NAICS Code(s): 541690 - OTHER SCIENTIFIC & TECHNICAL CONSULTING SERVICES

Triple 7 Construction

33-50 Estate Nadir

*

P. O. Box 12151

St. Thomas, VI 00801

Phone: None

Fax: None

Mobile: (340) 998-1227

Email: tripleseven@yahoo.com

Contact Person: James Martin, Owner

NAICS Code(s): 238140 - MASONRY CONTRACTOR

238350 - CARPENTRY CONTRACTOR

Universal Trucking

4-12 Estate Dorothea

*

P. O. Box 306892

St. Thomas, VI 00803

Phone: None

Fax: None

Mobile: (340) 201-6695

Email: trippleseven@yahoo.com

Contact Person: Rudell Fahie, Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

V. I. Equipment Rental & Construction, Inc.

#14 Estate Mandahl

*

P. O. Box 9560

St. Thomas, VI 00801

Phone: (340) 775-4633

Fax: (340) 775-4199

Mobile: (340) 513-7335 or (340) 513-7336

Email: eberry@vipowernet.net

Contact Person: Elsie Berry, Vice President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONTRUCTION

238910 - SITE PREPARATION CONTRACTOR

532412 - HEAVY EQUIPMENT RENTAL

V. I. Quality Control Services, LLC

#20B Anna's Retreat

*

P. O. Box 502911

St. Thomas, VI 00805

Phone: (340) 344-4717

Fax: (340) 775-2016

Mobile: None

Email: viqcservices@gmail.com

Contact Person: Julio King II, President

NAICS Code(s): 238992 - ALL OTHER SPEACIALTY SERVICES

Victor Jean Baptiste

37-40 Estate Frydenhoj

*

6207 Estate Frydenhoj

St. Thomas, VI 00802

Phone: (340) 779-1550

Fax: None

Mobile: (340) 6905223 or (340) 244-0387

Email: None

Contact Person: Victor Jean Baptiste, Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

238140 - MASONRY CONTRACTORS

238350 - CARPENTRY CONTRACTORS

Virgin Global Technology

59 King's Wharf

*

59 King's Wharf

St. Croix, VI 00820

Phone: (818) 309-0688

Fax: (340) 773-7400

Mobile: None

Email: virginglobal@gmail.com

Contact Person: Fernando Cabret III, Director of Operations

NAICS Code(s): 238210 - ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS

VEC (VIVOT EQUIPMENT CORPORATION)

10C Estate Cottage, Christiansted

*

10C Estate Cottage, Christiansted

St. Croix, VI 00820

Phone: (323) 229-7862

Fax: (340) 718-7861

Mobile: (340) 713-1100

Email: patrick.vivot@gmail.com

Contact Person: Patrick Vivot, Owner

NAICS Code(s): 532412 - HEAVY EQUIPMENT RENTAL

484110 - GENERAL FREIGHT TRUCKING, LOCAL

Voneto Trucking & Equipment Service (Neto's Trucking Service)

6 - 14 Estate Contant

*

P. O. Box 303479

St. Thomas, VI 00803

Phone: (340) 774-9622

Fax: None

Mobile: (340) 513-0416

Email: None

Contact Person: Voneto Percival, Owner

NAICS Code(s): 484110 - GENERAL FREIGHT TRUCKING, LOCAL

Water King & Trucking Services, LLC

#33 Contant

*

P. O. Box 502548

St. Thomas, VI 00805

Phone: (340) 643-4105

Fax: None

Mobile: None

Email: waterkingtrucking@live.com

Contact Person: Leandra Ravalier, Owner

NAICS Code(s): 238110 - POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

483211 - INLAND WATER FREIGHT TRANSPORTATION

484110 - GENERAL FREIGHT TRUCKING, LOCAL

Zenon Construction Corporation

130-A Estate Bethlehem, Christiansted

*

P. O. Box 5440, Christiansted

St. Croix, VI 00823

Phone: (340) 778-9308

Fax: (340) 778-1124

Mobile: (340) 513-0033

Email: zenoncc@yahoo.com

Contact Person: Carlos Zenon, President

NAICS Code(s): 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION

532412 - HEAVY EQUIPMENT RENTAL

238910 - SITE PREPARATION CONTRACTORS

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SECTION 260513 - MEDIUM-VOLTAGE CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. Section includes cables and related cable splices, terminations, and accessories for medium-voltage electrical distribution systems.
- B. Where a specific manufacturers name is listed an equal substitute may be used.

1.3 DEFINITIONS

- A. Jacket: A continuous nonmetallic outer covering for conductors or cables.
- B. NETA ATS: Acceptance Testing Specification.
- C. Sheath: A continuous metallic covering for conductors or cables.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cable. Include splices and terminations for cables and cable accessories.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type of cable and accessory.
- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.



- B. Comply with IEEE C2 and NFPA 70.
- C. Source Limitations: Obtain cables and accessories from single source from single manufacturer.

2.2 CABLES

- A. Provide cables by one of the following:
 - 1. Okonite
 - 2. Kerite
 - 3. Prysmian
 - 4. Southwire
 - 5. American Wire Group
 - 6. Approved Equal
- B. Cable Type: Type MV 105.
- C. Conductor Insulation: Crosslinked polyethylene or Ethylene-propylene rubber.
 - 1. Voltage Rating: 25kV
 - 2. Insulation Thickness: 100% insulation level
- D. Conductor: Copper, 1/C #750 kcmil and, 3/C #1/0 AWG (Parallel Cable)
- E. Alternate: Aluminum Conductor
- F. Comply with UL 1072, AEIC CS8, and ICEA S-94-649.
- G. Conductor Stranding: Compressed round, Class B.
- H. Strand Filling: Conductor interstices are filled with impermeable compound.
- I. Shielding: Solid copper wires, helically applied over semiconducting insulation shield. Provide full neutral for #1/0 cu and 1/3 neutral for #750 kcmil cu.
- J. Cable Jacket: Sunlight-resistant PVC or Chlorosulfonated polyethylene.

2.3 SOURCE QUALITY CONTROL

- A. Factory Test: Each length of cable shall be tested prior to shipment. The factory test shall consist of routine factory test. Four copies of certified test reports shall be submitted for record purposes.
- B. Test and inspect cables according to ICEA S-94-649 before shipping.



Virgin Island Water & Power Authority
Underground Electrical Construction Project
Medium Voltage Cable & Accessories
Equipment Procurement
Queens Mary's Highway & Hannah's Rest
St. Croix, U.S.V.I.

- C. Test strand-filled cables for water-penetration resistance according to ICEA T-31-610, using a test pressure of 5 psig.
- D. Provide a copy of test reports to the Project Management Team (PM Team / Project Engineer).

2.4 PACKAGING

- A. A compression style pulling eye shall be installed on the tail end of each cable reel.
- B. Both ends of each cable end shall then be sealed with a heat-shrinkable cap.
- C. Supplier/Vendor is responsible to test cable at the factory.
- D. Supplier/Vendor is not responsible to test cable upon arrival on the USVI.
- E. Provide metal cable reels only. Wood reels are not acceptable.

2.5 GUARANTEE

- A. The power cable covered in these specifications shall be guaranteed to be free from defects in workmanship for the life of the installation. If within the guarantee period, the cable fails to meet the provisions of this guarantee, repairs or replacement of cable shall be made promptly at no additional expense or cost to the contract.

END OF SECTION 260513